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PRIVATE SECRETARY'S OFFICE.

NOTIFICATION.

PRINCE OF WALES' ROYAL INDIAN MILITARY COLLEGE, DEHRA DUN.

No. 2.—(1) In connexion with the admission of candidates to the Prince of Wales' Royal Indian Military College, Dehra Dun, the following information is published for the use of intending candidates.—

The College provides a public school education on English lines for Indian and Anglo-Indian youths who desire subsequently to enter the Cadet Colleges in England with a view to obtaining Commissions in the Indian Army. It is intended for those who wish to make the Army their profession in life. The course of study at the College will, however, be such that, should a boy fail in the Army and Air Force Entrance Examination, he will be in as favourable a position for entry to a university as if he had been educated at an ordinary school.

(2) Candidates will be selected from unmarried Indian and Anglo-Indian boys of—

(a) Provinces of British India;

(b) Indian States.

Nominations will be made by His Excellency the Commander-in-Chief on the recommendation of the Local Government or Administration or the Political officer, as the case may be.

(3) Candidates must be under 12 and over 11 years of age on the 1st December 1929.

(4) Candidates should attach to their applications a medical certificate from the Officer Commanding a British or Indian Station Hospital or a Civil Surgeon to the effect that they are physically fit in all respects in accordance with Appendix A to this notification.

(5) The fees will be Rs. 1,500 for each school year and are liable to enhancement hereafter, if circumstances require. The fees payable by candidates who are sons of Indian officers of good service will be determined by His Excellency the Commander-in-Chief in each particular case. These fees will include tuition, messing, school servants, washing and mending, and medical attendance of the ordinary kind, and, as initial provision, one suit of the uniform to be worn by students when at the College.

In the event of it becoming necessary for cadets to be admitted into a civil hospital, all charges incurred will be borne by the parents or guardians of the cadets.

A full term's notice is required to be given of intention to withdraw a cadet from the College. In the event of such notice not being given, the parent or guardian will be required to pay one full term's fees in lieu, unless it is considered that the circumstances in which the cadet was withdrawn are such as to call for special consideration.

(6) Parents or guardians of candidates are required to attach to the applications a declaration in the following form :—

"I, _____, father / guardian of _____, a candidate for admission to the Prince of Wales' Royal Indian Military College, Dehra Dun, having made myself acquainted with the fees payable at Dehra Dun, and, subsequently, at the Cadet Colleges in England (vide paragraph 67 of 'Provisional Regulations respecting admission of Indian gentlemen to the Royal Military Academy, Woolwich, the Royal Military College, Sandhurst, and the Royal Air Force Cadet College, Cranwell') am able and willing to pay the prescribed fees and meet the incidental expenses.

"It is my intention to make the Army my son's / ward's profession in life.

Signature of parent or guardian _____

(7) Entry to the College will not be open to candidates who are already married, and parents or guardians of candidates are required to furnish a declaration in the following form :—

"I, _____, father / guardian of _____, a candidate for admission to the Prince of Wales' Royal Indian Military College, Dehra Dun, hereby declare that my son / ward is unmarried and that he will remain a bachelor whilst at the College and until he has completed, subsequently, a course at one of the Cadet Colleges in England.

Signature of parent or guardian _____

(8) One general mess will be maintained. All students will be required to mess together. Special care will be taken that no food is served in the mess which could in any way offend the religious susceptibilities of any student.

(9) All applications should be submitted to the Private Secretary to His Excellency the Governor of Madras, Madras Governor's Camp, not later than the 15th November 1929 in the form below. No applications received after the 15th November will be considered.

FORM OF APPLICATION.

1. Name in full. (*To be typewritten or hand-printed.*)
2. Date of birth. (*This must be definitely stated and supported by documentary evidence.*)
3. Name, occupation and address of father or guardian.
4. Caste and tribe.
5. Permanent address in India.
6. Brief resume of military service rendered by candidate's father and near relatives and statement of his father's financial position.
7. Medical report.

Place. _____

Date. _____

Signature of Candidate.

(10) Candidates are informed that no travelling allowance is admissible in the event of their being summoned to Madras or Ootacamund, as the case may be, for the purpose of interviewing His Excellency the Governor.

(11) Detailed information regarding the aim and scope of the course of training and the rules to be observed by parents and guardians of Cadets nominated to join the College are contained in the pamphlet entitled "Regulations for the Prince of Wales' Royal Indian Military College, Dehra Dun."

Copies of the above Regulations and of the Provisional Regulations respecting admission of Indian Gentlemen to the Royal Military Academy, Woolwich, the Royal Military College, Sandhurst and the Royal Air Force Cadet College, Cranwell, mentioned in paragraph 6 above, can be had from the Manager, Central Publication Branch, 8, Hastings Street, Calcutta, price annas 2 and 4 per copy, respectively.

APPENDIX A.

Information respecting the medical examination of candidates for admission to the Prince of Wales' Royal Indian Military College, Dehra Dun.

1. The medical examination of candidates for admission to the Prince of Wales Royal Indian Military College, Dehra Dun, should invariably be made by—

(*a*) the Officer Commanding a British or Indian Station Hospital, or failing (*a*),

(*b*) a Civil Surgeon.

2. A standard for height and chest measurements and physical development cannot be laid down, but the candidate should not be below the average for his age and race.

3. The standard of the minimum of acuteness of vision with which a candidate will be considered fit is—

Better eye.

Distant vision V — 6/6.
Near vision reads 0·6.

Worse eye.

Distant vision not below 6/60.
After correction with glasses not below 6/18.
Near vision reads 0·6.
Snellen's types should be used.
Each eye must have a full field of vision as tested by hand movements.

Squint or any morbid condition of the eyes or of the lid of either eye liable to the risk of aggravation or recurrence will cause the rejection of the candidate.

Each eye will be examined separately. The candidate will be required to read the tests in ordinary daylight.

Inability to distinguish the principal colours will not be regarded as a cause for rejection, but the fact will be noted in the proceedings and the candidate will be informed.

No relaxation of the standard of vision will be allowed.

4. The following additional points will then be observed :—

(*a*) That his hearing is good.

(*b*) That his speech is without impediment.

(*c*) That his teeth are in good order. He must have nine (9) sound teeth in the upper jaw, functionally opposed to (9) sound teeth in the lower jaw. Two of these teeth in each jaw must be molars. Well filled teeth will be considered as sound.

(*d*) That his chest is well formed and that his lungs and heart are sound.

(*e*) That he is not ruptured.

(*f*) That he does not suffer in a fair degree of varicocele or varicose veins. A candidate who has been successfully operated on will be accepted.

(*g*) That his limbs are well formed and developed.

(*h*) That there is free and perfect motion of all the joints.

(*i*) That his feet and toes are well formed.

(k) That he does not suffer from any inveterate skin disease.

(l) That he has no congenital malformation or defect.

(m) That he does not bear traces of previous acute or chronic disease pointing to an impaired constitution.

(n) That the candidate's age is as near as possible correctly stated.

D. D. WARREN,
Private Secretary to His Excellency the Governor.

Madras Governor's Camp,
17th September 1929.

PUBLIC DEPARTMENT.
(General.)

NOTIFICATIONS.

Fort St. George, November 7, 1928
(G.O. No. 1008, Public).

No. 434.—Under the explanation to section 25 of the Negotiable Instruments Act, 1881 (Act XXVI of 1881), the Governor in Council hereby declares that, in addition to the public holidays expressly defined as such in the said explanation, viz., Sundays, New Year's Day (Tuesday, the 1st January), Christmas Day (Wednesday, 25th December) and Good Friday (29th March), the following days shall be holidays in the year 1929 :—

Wednesday, the 2nd October ..	Mahalaya Amavasai.
Saturday, the 12th October ..	Ayudha Puja.
Thursday, the 31st October ..	Dipavali.
Thursday, the 26th December.	Christmas.
Friday, the 27th December ..	
Saturday, the 28th December.	
Tuesday, the 31st December ..	

2. The Governor in Council further notifies that on the following days, which are not declared to be public holidays under statutory provision, all public offices in the Presidency town and in the mufassal will be closed with the exception of (1) the Customs Office, (2) the Reserve Treasury and Paper Currency Office and (3) the General Stamp Office (which will be open from 11 a.m. to 1 p.m.):—

Penultimate Saturday in each month.	
Monday, the 23rd December ..	Christmas.
Tuesday, the 24th December ..	
Monday, the 30th December ..	

* * *

Fort St. George, September 20, 1929
[G.O. Ms. No. 950, Public (General)].

No. 13.—The following notification of the Government of the Punjab is republished :—

HOME DEPARTMENT.

Judicial.

Simla E., the 28th August 1929.

No. 10359-S B.—In exercise of the powers conferred by section 99-A of the Code of Criminal Procedure, 1898, as amended by the Press Law Repeal and Amendment Act, 1922, Code of Criminal Procedure (Third Amendment) Act, 1930, and the Criminal Law Amendment Act, 1927, His Excellency the Governor in Council is pleased hereby to declare to be forfeited to His Majesty every copy, wherever found, of the Gormukhi edition of the *Kirti* magazine of August 1929, edited, printed and published by Amar Singh *Tejh* at the Onkar Press, Amritsar, and all other documents containing copies reprints, or translations of, or extracts from, the said magazine on the ground that it contains matter, the publication of which is punishable under section 124-A of the Indian Penal Code, as it tends to promote hatred and disaffection towards the Government established by law in the British India.

Fort St. George, September 25, 1929
[G.O. Ms. No. 972, Public (General)].

No. 14.—The following notification of the Government of Bengal is republished :—

The 7th September 1929.

No. 882-P.D.—In exercise of the powers conferred by section 99 A of the Code of Criminal Procedure, 1898 (Act V of 1898), as amended by the Press Law Repeal and Amendment Act, 1922 (Act XIV of 1922), and Act XXXVI of 1926, the Governor in Council hereby declares to be forfeited to His Majesty all copies, wherever found, of the book in Bengali entitled "Bidrohi Ek Pramode Sanjan" by Charu Bikash Dutta, printed at the Mohamaya Press, 193, Cornwallis Street, Calcutta, and published by the Eurman Publishing House, 194, Cornwallis Street, Calcutta, on the ground that the said book contains passages which bring or attempt to bring into hatred or contempt and excite or attempt to excite disaffection towards the Government established by law in British India, the publication of which is punishable under section 124-A of the Indian Penal Code.

H. G. STOKES,
Acting Chief Secretary.

(Police.)

LEAVE.

Fort St. George, September 23, 1929.

No. 17.—M.R.Ry. Rao Sahib R. Narayana Ayyangar Avargal, Deputy Superintendent of Police, Tuticorin, leave on average pay for one month from the date of relief.

CONFIRMATION.

Fort St. George, September 24, 1929.

No. 18.—Mr W. H. Wright, Superintendent of Police, provisionally permanent, to be Superintendent of Police, permanent, *vice* Mr. G. V. Stanbury resigned.

POSTINGS.

No. 19.—Mr W. R. John, Assistant Superintendent of Police, to be Superintendent of Police, provisionally permanent, *vice* Mr. W. H. Wright made permanent.

No. 20.—Mr. W. R. John, Superintendent of Police, provisionally permanent, to be Superintendent of Police, permanent, *vice* Mr. G. S. P. Percival.

No. 21.—Mr. A. C. Martin, Assistant Superintendent of Police, to be Superintendent of Police, provisionally permanent, *vice* Mr W. R. John made permanent.

Fort St. George, September 28, 1929.

No. 22.—M.R.Ry. K. V. Swaminatha Ayyar Avargal, Officiating Deputy Superintendent of Police, Anantapur subdivision, to be Officiating Deputy Superintendent of Police, Courtallam subdivision, Tinnevelly district.

No. 23.—Mr. Khaja-Mohi-ed-din Hussain Sahib Bahadur, Deputy Superintendent of Police, Nandyal subdivision, Kurnool district, to be Deputy Superintendent of Police, Anantapur subdivision.

No. 24.—M.R.Ry. Rao Sahib R. Narayana Ayyangar Avargal, Deputy Superintendent of Police, Tuticorin subdivision, Tinnevelly district, to be Deputy Superintendent of Police, Nandyal subdivision, Kurnool district.

No. 25.—M.R.Ry. Rao Sahib E. V. Krishnaswami Ayyar Avargal, Inspector of Police, to be Officiating Deputy Superintendent of Police, Tuticorin subdivision, Tinnevelly district.

NOTIFICATIONS.

Fort St. George, September 22, 1929
[*G.O. Ms. No.* 502, *Public* (*Police*)].

No. 26.—In exercise of the powers conferred by clause (*c*) of sub-section (1) of section 4 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to declare that, with effect from 1st October 1929, the village noted in column (3) of the schedule hereto appended shall cease to be included in the local area of the police station noted in column (2) and shall form part of the local area of the police station noted in column (5):—

SCHEDULE.

Circle in which at present included. (1)	Police station to which now attached. (2)	Particulars of the village. (3)	Circle in which hereafter included. (4)	Police station to which hereafter attached. (5)
Tinnevelly Railway Police Circle.	Anjengo Police Station.	Tangaseri village.	Tinnevelly Railway Police Circle.	Quilon Railway Police Station.

Fort St. George, September 25, 1929
[*G.O. Ms. No.* 509, *Public* (*Police*)].

No. 27.—In exercise of the powers conferred by clause (*c*) of sub-section (1) of section (4) of the Criminal Procedure Code, 1898, the Governor in Council is pleased to declare that, with effect from 1st October 1929, the Railway line noted in column (3) of the schedule hereto appended shall cease to be included in the jurisdiction of the Police stations noted in column (2) and shall form part of the jurisdiction of the Police stations noted in column (5):—

SCHEDULE.

Circle in which at present included (1)	Police station to which now attached. (2)	Particulars of the Railway Line. (3)	Circle in which hereafter included. (4)	Police station to which hereafter attached (5)
		VIZIANAGRAM-GOLDEN ROCK CHORD LINE.		
Egmore Railway Police Circle	Villupuram Railway Police station,	From mile 107/18 to Vriddhachalam (mile 135) on Villupuram-Vriddhachalam line.	Trichinopoly Railway Police Circle.	Vriddhachalam Railway Police station.
Trichinopoly Railway Police Circle.	Vriddhachalam Railway Police station.	From mile 202/10 to 203/1 to the north outer signal of Golden Rock on the Vriddhachalam-Golden Rock line.	Do. do.	Trichinopoly Junction Railway Police station.
		VRIDDHACHALAM CUDDALORE LINE.		
Egmore Railway Police Circle	Mayavaram Railway Police station.	From Vriddhachalam (mile 136) to the outer signal of Cuddalore Junction (mile 136).	Do. do.	Vriddhachalam Railway Police station.

ACQUISITION OF LAND.

Fort St. George, September 26, 1929.

Under section 9 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·25 of an acre be the same a little more or less, is needed for a public purpose, to wit, for the Police parade ground at Burjevalsa and under sections 3 and 7 of the same Act, the Sub-Collector, Vizianagram, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub-Collector, Vizianagram, and may be inspected at any time during office hours.

Vizagapatam district, Gajapatinagaram taluk, Burjevalsa village.

	ACRE
Unassessed waste of the agraharam, block No. 31, belonging to Pappa Suryanarayana, bounded on the north by unassessed block No. 29, tank, west; east by police lines, block No. 30, south by unassessed waste cart-track; west by police station, block No. 28	0·25

H. G. STOKES,
Acting Chief Secretary.

(Political.)

NOTIFICATION.

Fort St. George, September 20, 1929.

No. 35.—The following notification of the Government of India is republished:—

FOREIGN AND POLITICAL DEPARTMENT

Simla, the 10*th September* 1929.

No. 518-G.—With reference to Notification No. 869 G., dated the 26th November 1928, Mr. W. J. U. Turnbull, Consul for the Netherlands at Madras, resumed charge of his office on the 6th August 1929.

H. G. STOKES,
Acting Chief Secretary.

(Services.)

NOTIFICATIONS.

Fort St. George, September 24, 1929
[*G.O. No.* 988, *Public* (*Services*)].

No. 14.—In exercise of the powers conferred in rules 3 and 4 of the Civil Services (Governors'

Provinces) Delegation Rules, 1926, the Governor acting with the Minister hereby makes the following amendments to the rules regulating the conditions of service, pay, allowances and pension of the Madras Registration Service published with Public Department Notification No. 856, dated the 3rd September 1928, on pages 1346-1347 of Part I of the *Fort St. George Gazette*, dated the 11th September 1928, namely:—

AMENDMENTS.

I. (1) In the preamble to the said rules,

(i) the words 'for Public Health' occurring after the word 'Minister' shall be omitted, and

(ii) after the words 'the Madras Registration Service' the words "hereinafter referred to as 'the Service'" shall be added.

(2) In the definition of 'Local Government' the words 'for Public Health' at the end shall be omitted.

II. In rule 1 of the said rules, for the words 'the Madras Registration Service' the words 'the Service' shall be substituted.

III. Rules 2 to 7 of the said rules shall be renumbered 6 to 11 respectively and the following shall be inserted as rules 2 to 5, namely:—

"2. *Recruitment.*—(a) Admission to the Service shall be to the Ordinary Grade and shall be by promotion, in the order of seniority, provided he is otherwise fit, from the rank of Sub-Registrars, selection grade, of the Madras Registration Subordinate Service.

(*b*) Candidates for admission to the Service shall be selected by the Local Government:

Provided that the Local Government may appoint to a post included in the Service a Sub-Registrar of any grade other than the Selection Grade when a Sub Registrar, Selection Grade, is not available and the vacancy is of short duration. But such appointment shall not be for a period exceeding three months and the candidate so appointed shall not be deemed to be a candidate selected for admission to the Service. He shall be paid during the period he holds the post in the Service, a pay calculated at the rate of Rs. 200 a month.

3. *Probation.*—(a) A candidate selected for admission to the Service shall be on probation from the date on which he joins duty as such for a total period of six months on duty.

(*b*) The pay of a selected candidate on probation shall be the pay of a member of the Service in the Ordinary Grade.

4. (a) At any time before the end of the prescribed period of probation, the probation of a selected candidate may be terminated at the discretion of the Local Government and the candidate shall then be reverted to his permanent post.

(*b*) If at the end of the prescribed period of probation the Local Government does not consider a selected candidate suitable for appointment to the Service, the Local Government shall, by order, revert him to his permanent post. If no such order is issued within three months of the expiry of the candidate's period of probation under sub-rule (a) of rule 5, the candidate shall be deemed to have completed his period of probation satisfactorily.

5. *Appointment to the Service.*—A selected candidate who has been declared by the Local Government, or is deemed under sub-rule (*b*) of rule 4, to have completed his period of probation satisfactorily shall be appointed a member of the Service at the first opportunity, and may, if a vacancy in the Service existed, be appointed with retrospective effect:

Provided that no candidate shall be appointed a member of the Service before any other candidate who completed his probation satisfactorily earlier."

IV. In rule 6 of the said rules as renumbered, for the words 'the Madras Registration Service', the words 'the Service' shall be substituted.

V. In rule 10 of the said rules as renumbered, after the words 'members of the Service' the words 'probationers and officers officiating in the Service' shall be inserted.

Fort St. George, September 24, 1929
[G.O. No. 964, Public (Services)].

SPECIAL RULES.

THE MADRAS REGISTRATION SUBORDINATE SERVICE.

No. 15.—In exercise of the powers conferred in rules 3 and 4 of the Civil Services (Governors' Provinces) Delegation Rules, 1926, the Governor acting with the Minister hereby makes the following special rules to regulate the method of recruitment, conditions of service, pay, allowances and pension of the Madras Registration Subordinate Service, hereinafter referred to as "the Service."

For the purpose of these rules, "vernacular languages of the Presidency of Madras" shall mean "Tamil, Telugu, Malayalam, Kanarese, Hindustani and Oriya."

1. *Constitution.*—(a) The Service shall consist of

(i) Sub-Registrars, and

(ii) Reserve Sub-Registrars.

(*b*) Sub-Registrars other than Reserve Sub-Registrars, shall be of three grades, namely,

(i) the Selection grade,

(ii) the Upper grade, and

(iii) the Lower grade.

Five per cent of the cadre of Sub-Registrars shall be in the Selection grade, fifteen per cent in the Upper grade and eighty per cent in the Lower grade.

2. *Recruitment.*—(a) Admission to the Service shall be either by direct recruitment as Reserve Sub-Registrar or by promotion or transfer of clerks in the Registration Department as Sub-Registrar.

(*b*) Admission to the Service shall be made by the Inspector-General of Registration.

3. *Qualifications.*—No person shall be eligible for admission to the Service

(a) by direct recruitment unless

(i) he has attained the age of 20; and

(ii) (1) he possesses a Secondary School-Leaving Certificate which indicates that he has secured at the Public Examination at least 35 per cent of the marks in Vernacular Composition and Translation included in Group A, or

(2) he possesses a European High School Examination Certificate, or a Certificate of having passed any other equivalent examination qualifying for public service, in which one of the subjects is one of the vernacular languages of the Presidency of Madras; or

(3) he has passed the Intermediate Examination in Arts, or other equivalent University Examination with one of the vernacular languages of the Presidency of Madras; or

(4) he has passed the Government Translation Test:

Provided that graduates of the Universities mentioned in the Appendix to these rules who possess the qualifications mentioned in sub-clause (ii) in respect of two or more vernacular languages of the Presidency of Madras shall be given preference; and

(*b*) by promotion or transfer from the Registration Department unless

(i) he has been a permanent clerk in the said department for at least five years;

(ii) he has passed the Registration Test; and

(iii) (1) he possesses the qualifications mentioned in sub-clause (ii) of clause (a), or

(2) he has passed the Departmental Vernacular Test:

Provided that clerks who possess the qualifications in respect of two or more vernacular languages of the Presidency of Madras shall be given preference.

4. *Probation and training.*—(*a*) A candidate selected for admission to the Service by direct recruitment shall, during the period of his probation

(i) be attached to a District Registrar;

(ii) undergo a course of training in such theoretical and practical subjects as may be prescribed from time to time by the Inspector-General of Registration; and

(iii) undergo within the first year of probation

(1) the Registration Test, and

(2) a Departmental Test in a vernacular language other than his mother tongue or in which he has passed a University or other examination.

(*b*) (i) General rule 10 shall not apply to candidates selected for admission to the Service by direct recruitment in the mufassal

(ii) There shall be paid to a candidate on probation in the mufassal, a pay calculated at the rate of Rs. 35 a month until he has completed the Departmental tests prescribed in sub-rule (*a*) and a pay calculated at the rate of Rs. 40 a month from the first day of the final examination at which he completes such tests.

(*c*) (i) General Rules 6 to 11 shall not apply to recruitment to the Service by promotion or transfer from the Registration Department and if such clerk is appointed to act as Sub-Registrar he shall be regarded for the purposes of General Rule 12 as a probationer who has completed his period of probation satisfactorily on the date on which he first takes charge of a post of Sub-Registrar.

(ii) There shall be paid to a candidate appointed as Sub-Registrar by such transfer or promotion until he is confirmed as Sub-Registrar

(1) if his substantive pay is less than the minimum pay of a Sub-Registrar by a sum exceeding Rs. 15, his substantive pay *plus* Rs. 10 both in the mufassal and in the City of Madras;

(2) if his substantive pay is less than the minimum pay of a Sub-Registrar by a sum not exceeding Rs. 15; such pay as will be admissible under the Fundamental Rules issued from time to time under the authority or the Government of Madras, subject to the condition that it shall in no case exceed Rs. 65 per mensem and that the officiating service shall not count for increments; and

(3) if his substantive pay is not less than the minimum pay of a Sub-Registrar such pay as will be admissible under the Fundamental Rules issued from time to time under the authority of the Government of Madras.

5. *Appointment to the service.*—Appointment to the Service shall be made by the Inspector-General of Registration.

6. *Pay.*—There shall be paid

(*a*) to a Sub-Registrar, Selection grade, a pay calculated at the rate of Rs. 200 a month rising by annual increments of Rs. 10 each to a maximum of Rs. 250;

(*b*) to a Sub-Registrar, Upper grade, a pay calculated at the rate of Rs. 160 a month rising by annual increments of Rs. 5 each to a maximum of Rs. 200;

(*c*) to a Sub-Registrar, Lower grade, a pay calculated at the rate of Rs. 85 a month rising by annual increments of Rs. 5 each to a maximum of Rs. 150; and

(*d*) to a Reserve Sub-Registrar, a pay calculated at the rate of Rs. 40 a month.

7. *Special pay.*—In addition to the pay specified in rule 6, there shall be paid

(i) to a Sub-Registrar serving in a locality declared to be unhealthy by the Local Government, an unhealthy localities special pay calculated at the rate of Rs. 40 a month; and

(ii) to a Reserve Sub-Registrar, while holding charge of a sub-registry office, an added responsibility special pay calculated at the rate of Rs. 10 a month.

8. *Transfers and postings.*—Postings and transfers of members of the Service shall be made by the Inspector-General of Registration.

9. *Promotion.*—Promotions to the Upper and Selection grades shall be made by the Inspector-General of Registration subject to the approval of the Local Government. The provisions of sub-rules (*a*) and (*b*) of General rule 5 shall apply to promotions to such upper and selection grades.

APPENDIX.

Universities referred to in rule 3 (a).

The Universities of Allahabad, Bombay, Calcutta, Dacca, Delhi, Lucknow, Madras, Nagpur, Patna, the Punjab and Rangoon.

The Aligarh Muslim University.
The Benares Hindu University.
The Mysore University.
The Osmania University.
The Andhra University.
The Annamalai University.

Fort St. George, September 24, 1929
[G.O. No. 962, Public (Services)].

SPECIAL RULES.

THE MADRAS FISHERIES SUBORDINATE SERVICE.

No. 16.—In exercise of the powers conferred in rules 3 and 4 of the Civil Services (Governors' Provinces) Delegation Rules, 1926, the Governor acting with the Minister hereby makes the following special rules to regulate the method of recruitment, conditions of service, pay, allowances and pension of the Madras Fisheries Subordinate Service:

In these rules "the Service" shall mean the Madras Fisheries Subordinate Service.

1. *Constitution.*—The Service shall consist of the following classes of officers, namely:—

(*a*) *Executive Staff.*

Class I.—Inspectors.
Class II.—Research Assistants.
Class III.—Laboratory Assistants.
Class IV.—Sub-Inspectors.
Class V.—Assistant Inspectors.
Class VI.—Sub-Assistant Inspectors.
Class VII.—Supervisor, Chank Fishery.
Class VIII.—Survey Assistant, Chank Fishery.
Class IX.—Overseers.
Class X.—Mechanics.
Class XI.—Fieldmen.
Class XII.—Keepers.
Class XIII.—Laboratory Attendant.
Class XIV.—Petty Yard Officers.

(*b*) *Crew of Fishery Vessels.*

Class XV.—Tindals.
Class XVI.—Drivers (including Assistant Drivers).
Class XVII.—Carpenter.
Class XVIII.—Coxswains.
Class XIX.—Lascars.
Class XX.—Oilmen.
Class XXI.—Cook.
Class XXII.—Bhandaris.

(*c*) *Staff of Fisheries Schools,*

(including the Government Fisheries Training Institute, Calicut).

Class XXIII.—Headmaster, Government Fisheries Training Institute, Calicut

Class XXIV.—First Assistant, Government Fisheries Training Institute, Calicut.

Class XXV.—Teachers including Secondary, Higher Elementary and Lower Elementary grade teachers and Headmasters of the respective grades.

Class XXVI.—Drawing Masters.

Class XXVII.—Instructors including Carpentry, Boat and Fishery Instructors

2. *Recruitment.*—Candidates for admission to any class of the Service the pay of which, or if the class is on a time-scale of pay, the minimum pay of which, is not less than Rs. 35 a month shall be selected by the Director of Fisheries and candidates for admission to other classes of the Service shall be made by the Assistant Directors of Fisheries concerned.

3. *Admission*—

(i) to classes I and II shall be either by direct recruitment or by promotion from class III, class IV or class VII;

(ii) to classes III and VII shall be either by direct recruitment or by promotion from class V;

(iii) to class IV shall be either by direct recruitment or by promotion from class V, class VI, class XI or class XIV;

(iv) to class V shall be either by direct recruitment or by promotion from class VI, class XI or class XIV; and

(v) to class VI either by direct recruitment or by promotion from class XI or class XIV;

Provided that in special cases clerks in the Fisheries Department possessing the prescribed qualifications may be selected for admission to the Service to classes I, II, III, IV, V, VII and VIII by promotion.

4. General rule 5 shall not apply to the Service.

5. *Qualifications*—

(a) No person shall be eligible for admission to the Service—

(i) to class I, unless he is a graduate in Zoology of an Indian or British University;

(ii) to class II, unless he is a graduate of an Indian or British University in the subject for which he is appointed;

(iii) to classes III and V, unless he has passed the Intermediate Examination in Arts or other equivalent examination of an Indian University with Natural Science and Chemistry as his optional subjects;

(iv) to class X, unless he has passed the Engine Driver's Test held by the Board of Examiners consisting of the Sanitary Engineer to the Government of Madras, the Chief Inspector of Boilers and the Superintendent, Public Works Workshops, or possesses a certificate of proficiency in electrical wiring granted by the Madras Trades School;

(v) to classes XI to XIV, unless he can produce evidence that he has worked on a fish farm;

(vi) to classes XV to XXII, unless he can produce evidence that he has worked in the capacity of an officer of the respective class of the Service to which he is a candidate for admission on board a steam vessel;

(vii) to classes XXIII and XXIV, unless he is a Licentiate in Teaching of the Madras University;

(viii) to class XXV—

(1) if the scale of pay is Rs. 35—35—1½—50—1—50, unless he holds a Secondary Trained Teachers' certificate of the Government Fisheries Training Institute, Calicut;

(2) if the scale of pay is Rs. 25—1—50, unless he holds a Higher Elementary Trained Teachers' certificate of the Government Fisheries Training Institute, Calicut:

Provided that an untrained teacher of the Higher Elementary Grade shall be eligible for admission as a teacher on Rs. 20 per mensem;

(3) if the scale of pay is Rs. 20—1—30, unless he holds a Lower Elementary Trained Teachers' certificate of the Government Fisheries Training Institute, Calicut;

(ix) to class XXVI, unless he has passed the Higher Technical Examination in Drawing conducted by the Commissioner for Government Examinations, Madras;

(x) to class XXVII—

(1) if as a Carpentry Instructor unless he possesses a technical certificate in carpentry granted by the Inspector of Industrial Schools, Madras; and

(2) if as a Boat or Fishery Instructor, unless he can produce evidence that he possesses experience in handling boats and nets and in fishing;

(b) Clause (b) of General Rule 3 shall not apply for admission to classes X to XXII of the Service.

6. *Probation.*—Notwithstanding anything contained in General Rule 6, a candidate selected for admission to any class of the Service shall, from the date on which he joins duty as such, be on probation for a total period of one year on duty.

7. *Appointment to the service.*—Appointments to any class of the service the pay of which, or if the class is on a time-scale of pay the minimum pay of which, is not less than Rs. 35 a month, shall be made by the Director of Fisheries and appointments in other cases shall be made by the Assistant Directors of Fisheries concerned.

8. *Pay.*—There shall be paid to a member of the Service a monthly pay calculated at the rate specified in the annexure to these rules.

9. *Special pay.*—In addition to the pay mentioned in rule 8, there shall be paid to the Headmasters of Government Fisheries Elementary Schools, a special pay for added responsibility at a rate varying according to the number of teachers employed in the school as shown below:—

Number of teachers employed in the schools	Amount of special pay.
	Rs.
School with 2 teachers ..	2
Do. 3 do. ..	3
Do. 4 do. ..	4
Do. 5 or more teachers	5

10. *Promotion.*—Promotion to any class of the service the pay of which, or if the class is on a time-scale of pay the minimum pay of which, is not less than Rs. 35 a month, shall be made by the Director of Fisheries and promotions in other cases shall be made by the Assistant Directors of Fisheries concerned.

11. *Transfers and postings.*—Postings and transfer of members of the Service.

(i) within their respective jurisdiction shall be made by the Assistant Directors of Fisheries concerned; and

(ii) from the jurisdiction of one gazetted officer of the Madras Fisheries Department to that of another shall be made by the Director of Fisheries.

ANNEXURE.

(Referred to in rule 8)

(a) *Executive staff.*

	Rs.
Inspectors	70—5—120—10—250
Research Assistants ..	70—5—120—10—250
Laboratory Assistants ..	65—4—125
Sub Inspectors ..	80
Do.	70
Do.	60
Do.	50
Do.	40
Do.	35
Assistant Inspectors ..	40—3—70
Sub-Assistant Inspectors ..	30—1—45
Supervisor, Chank Fishery.	50—2—80

Survey Assistant, Chank Fishery		30—2½—100	
Overseers		35—1 — 60	
Do.		30—1 — 45	
Mechanics		35— 3—65—5 — 80	
Fieldmen		23—23—23—1 — 35	
Do.		20—1 — 35	
Keepers		23—23—23—1 — 35	
Laboratory Attendant ..		20—1 — 35	
Petty Yard Officers ..		20—½ — 25	

(b) Crew of Fishery Vessels.

Tindals			90
Do.			35
Do.			30
Do.			20
Divers		31—2—75	
Do.		52	
Do.		35	
Do		30	
Assistant Divers ..		40—2—80	
Do. ..		20	
Carpenter		40	
Coxswains		25—2—40	
Lascars		20	
Do.		18	
Oilmen		18	
Cook		18	
Bheodaris		12	

(c) Staff of Fisheries Schools

Headmaster, Government Fisheries Training Institute, Calicut		75—5—100—10—150	
First Assistant, Government Fisheries Training Institute, Calicut		75—5—100	
Secondary grade Teachers.		35—35—1½—50—1—60	
Higher Elementary Grade Teachers		25—1—50	
Lower Elementary Grade Teachers		20—1—30	
Untrained Higher Grade Teachers		20	
Carpentry Instructor and Drawing Master ..		25—1—50	
Fishery Instructor and Boat Instructor		25—1—35	

Fort St George, September 28, 1929
[G.O. No. 975, Public (Services)].

SPECIAL RULES,

THE MADRAS FOREST SUBORDINATE SERVICE.

No. 17.—In exercise of the powers conferred in rules 3 and 4 of the Civil Services (Governors' Provinces) Delegation Rules, 1925, the Governor in Council hereby makes the following special rules to regulate the method of recruitment, conditions of service, pay, allowances and pension of the Madras Forest Subordinate Service.

In these rules "the Service" shall mean the Madras Forest Subordinate Service.

1. *Constitution.*—(a) The Service shall consist of the following classes of officers, namely :—

Class I—Rangers.
Class II—Foresters.
Class III—Forest Guards.

(b) There shall be seven grades in Class I, five grades in Class II and four grades in Class III.

2. *Recruitment.*—(a) Admission

(i) to Class I shall be either by direct recruitment or by promotion from Class II and from non-commissioned officers and Lance Naiks of the Indian Army specifically recommended by their Commanding Officers:

Provided that admission to Class I by promotion from Class II shall not exceed 10 per cent of the cadre in Class I;

(ii) to Class II shall be either by direct recruitment or by promotion from Class III; and

(iii) to Class III shall be by direct recruitment.

(b) Candidates for admission

(i) to Class I shall be selected by the Chief Conservator of Forests and in the case of Golkonda Agency by the Agent to the Governor, Vizagapatam; and

(ii) to Classes II and III shall be selected by the District Forest Officers concerned, the Forest Research Officer, Special Forest Officer, Golkonda, or the Special Forest Officer, Parlakimedi Mahals, as the case may be.

3. Nothing contained in General rule 5 shall apply to admission to Class I by promotion from Class II, or to admission to Class II by promotion from Class III or to admission to Class III.

4. *Qualifications.*—(a) Nothing contained in clause (b) of General rule 3 shall apply to admission to the Service.

(b) No person shall be eligible for admission

(i) to Class I unless he is a passed student of the Madras Forest College, Coimbatore.

(ii) to Class III unless

(1) he is able to read plain vernacular writing and to write a simple letter of report, and

(2) he is of good physique with a minimum height of 5 feet 6 inches and minimum chest measurement of 32 inches

Provided that this clause shall not apply to the members of the jungle tribes recognized as such by the Local Government.

(c) In the case of candidates of European or Anglo-Indian nationality preference shall be given to a candidate who is a member of an Indian Military organization

5. *Probation and training.*—(a) General rule 8 shall not apply to a person selected for admission to Class I otherwise than by promotion from Class II; such a person shall be on probation for a total period of four years from the date on which he joins duty as such, he shall, in the first instance, be posted to a district for a period of two years for preliminary training. During this period he shall be styled as 'Probationary Ranger' and shall draw a stipend of Rs. 50 a month together with a travelling allowance admissible under the Madras Travelling Allowance Rules in force for the time being.

A probationary ranger who satisfactorily completes his preliminary training shall be deputed to the Madras Forest College, Coimbatore, for training for a period of two years. While at the College he shall be paid the same rate of pay and allowances as he was paid in the district.

(b) A Probationary Ranger shall not be eligible for selection for training at the Madras Forest College, Coimbatore, and shall be liable to rejection if from the results of his preliminary training the Chief Conservator of Forests is satisfied that he will not make a good Forest Officer

(c) The services of a Probationary Ranger who fails to complete the College training successfully shall be dispensed with.

(d) Within the period of probation a Probationary Ranger shall undergo the vernacular test prescribed for the members of the Madras Forest Service in one of the following vernacular languages, namely, Tamil, Telugu, Malayalam, Kanarese and Oriya, and if he fails to successfully pass the test within the period of probation his services shall be dispensed with.

Provided that a Probationary Ranger whose mother tongue is one of the said languages need not undergo the test.

(e) Nothing contained in General rule 10 shall apply to the Service. The pay of a candidate on probation for admission to Class II or to Class III of the Service shall be the pay of the lowest grade in the respective classes.

6. *Appointment to the Service.*—(a) Appointments to the Service—

(i) to Class I shall be made by the Chief Conservator of Forests and in the case of the Golkonda Agency by the Agent to the Governor, Vizagapatam, and

(ii) to Classes II and III shall be made by the District Forest Officers concerned, the Forest Research Officer, Special Forest Officer, Golkonda, or the Special Forest Officer, Parlakimedi Maliahs, as the case may be.

(b) If more than one Probationary Ranger successfully complete the training prescribed in rule 5 on the same date, they shall be appointed to the Service under General rule 12 in the following order, namely:—

(i) candidates who have obtained Honours certificate,

(ii) candidates who have obtained Higher standard certificate,

(iii) candidates who have obtained Lower standard certificate.

7. *Pay.*—There shall be paid to a member of the Service a monthly pay calculated at the following rates, namely:—

			Rs.
Class I		I Grade	225
		II "	200
		III "	175
		IV "	150
		V "	125
		VI "	100
		VII "	80
Class II		I Grade	50
		II "	45
		III "	40
		IV "	35
		V "	30
Class III		I Grade	24
		II "	21
		III "	18
		IV "	15

8. *Special pay.*—In addition to the pay mentioned in rule 7, there shall be paid to the members of the Service, when holding the posts specified below, or when employed in unhealthy localities declared as such by the Local Government, a special pay calculated at the rates specified against each:—

Name or designation.	Station.	Rate of special pay per month.
		Rs.
Rangers ..	Working-plan Circle ..	50 or 25*
Do ..	Senior Instructor, Vernacular Training Schools for Foresters and Forest guards.	25
Do ..	Unhealthy localities ..	50
Foresters ..	Do. ..	15
Forest guards	Do. ..	8

*Higher rate admissible only in unhealthy localities. Special pay shall be drawn only during the period of field work.

9. *Promotion.*—

(a) Promotions from one grade to another—

(i) in Class I shall be made by the Chief Conservator of Forests;

(ii) in Class II shall be made by the Conservator of Forests, and

(iii) in Class III by the District Forest Officers and other officers competent to make appointments to that class.

(b) Promotion from the fourth to the third grade in Class III shall be given only for approved service; promotion to the first and second grades in Class III shall, as a rule, be given to Forest guards who have obtained a pass certificate of attendance from one of the Vernacular Forest Training Schools provided that a Forest guard who has not obtained such a certificate may be given promotion if the authority competent to give him promotion is satisfied of the reasons for his not attending a Vernacular Forest Training School, and if a District Forest Officer certifies that he has satisfied himself that the Forest guard is thoroughly conversant with the subject taught at the school.

(c) The services of any Forest guard, who, when directed to attend a Vernacular Forest Training School fails to do so, except on the ground of ill-health, shall be dispensed with.

10. *Transfers and postings.*—(a) Transfers and postings of members of the Service in Class I—

(i) from one circle to another shall be made by the Chief Conservator of Forests; and

(ii) from one division to another within a circle shall be made by the Conservator of Forests concerned.

(b) Transfers and postings of members of the Service in Class II—

(i) from one circle to another shall be made by the Chief Conservator of Forests;

(ii) from one division to another within a circle shall be made by the Conservator of Forests concerned; and

(iii) within a division shall be made by the District Forest Officer concerned.

(c) Transfers and postings of members of the Service in Class III—

(i) from one division to another within a circle shall be made by the Conservator of Forests concerned; and

(ii) within a division shall be made by the District Forest Officer concerned.

11. *Uniform.*—Members of the Service in Classes II and III shall be supplied with uniform and accoutrements at Government expense in accordance with the scale and subject to the conditions which may be prescribed from time to time by the Local Government.

R. G. STOKES,
Acting Chief Secretary.

(Special.)

LEAVE.

Fort St. George, September 24, 1929.

No. 33.—Under rule 81 of the Fundamental Rules, Mr. P. C. Dutt, I.C.S., leave on average pay with effect from the date of termination of his duty as a Member of the Council of State till the 22nd December 1929 (inclusive).

Fort St. George, September 25, 1929.

No. 34.—Under rule 81 of the Fundamental Rules, Mr. H. G. Stokes, C.S.I., C.I.E., I.C.S., leave on average pay for two months and nineteen days and on half average pay for two months and twenty-six days in continuation, with effect from 27th October 1929 or date of relief.

EXTENSIONS OF LEAVE.

Fort St. George, September 23, 1929.

No. 35.—Under rule 81 of the Fundamental Rules, Mir Amruddin Sahib Bahadur, Acting District and Sessions Judge, East Godavari, extension of leave on average pay for two months, with effect from the 21st September 1929.

Fort St. George, September 25, 1929.

No. 36.—Under rule 81 of the Fundamental Rules, Mr. A. M. A. C. Galletti, I.C.S., extension of leave on half average pay for one day.

PERMITTED TO RETURN.

Fort St. George, September 26, 1929.

No. 37.—Mr. J. W. Pritchard, I.C.S., has been permitted by the High Commissioner for India to return duty.

H. G. STOKES,
Acting Chief Secretary.

FINANCE DEPARTMENT.

APPOINTMENT.

Fort St. George, September 23, 1929.

No 101.—M.R.Ry Rao Sahib T. A. Srinivasaraghava Ayyangar Avargal, Acting Assistant Secretary to Government, Finance Department, to be Temporary Assistant Secretary, Finance Department, with effect from the 1st October 1929.

H. A. WATSON,
Secretary to Government.

NOTIFICATION.

Fort St. George, August 9, 1929
(G.O. No 529, Finance)

No. 102.—In exercise of the powers conferred by Fundamental Rule No. 44, and in pursuance of the provisions of Fundamental Rule No. 5, the Governor in Council and the Governor acting with the Ministers hereby direct that rule 7 (a) (iv) in the Madras Travelling Allowance Rules shall be cancelled.

E. C. WOOD,
Deputy Secretary to Government.

(Ecclesiastical.)

POSTING.

Fort St. George, September 24, 1929.

No. 103.—The Reverend Herbert James Edmunds, M.A., to be Junior Joint Chaplain of the Cathedral Church of St. George, Madras, on return from leave.

APPOINTMENTS

Fort St. George, September 25, 1929.

No. 104.—Major-General B. F. Burnett-Hitchcock, C.B., D.S.O., General Officer Commanding, Deccan district, to be a Lay Trustee of the Holy Trinity Church, Bolarum, to fill an existing vacancy.

Fort St. George, September 24, 1929.

No. 105.—Mr. Douglas Henry Boulton, I.C.S., to be a Lay Trustee of St. John's Church, Vellore, to fill an existing vacancy.

MARRIAGE LICENCE.

No 106.—Under section 9 of the Indian Christian Marriage Act, 1872, the Government sanction the issue of a licence to the undermentioned gentleman to grant certificates of marriage between Indian Christians in accordance with the provisions of the said Act, within the territories under the administration of the Government of Madras:—

Mr. Koryam Samuel of the Church of England Mission, residing at Chintalapudi in the taluk of Chintalapudi in the district of West Godavari.

ERRATUM.

Fort St. George, September 25, 1929.

In Notification No 144, dated 9th August 1929, published on pages 1472-1473 of Part I of the *Fort St. George Gazette*, dated 6th August 1929, republishing the notification of the Government of India, Department of Commerce, Ecclesiastical No. 32 (2), dated 26th July 1929, *for* the words 'notwithstanding the status of Mortmain' in line 74 of the first column on page 1473, *read* 'notwithstanding the statutes of Mortmain.'

H. A. WATSON,
Secretary to Government.

(Marine.)

NOTIFICATIONS.

Fort St. George, September 23, 1929.

No. 98.—Under section 12 of the Tuticorin Port Trust Act, 1924 (II of 1924), the Local Government are pleased to reappoint Mr. J. B. Chatterton, Inspector, Tuticorin Customs Cutch, to be a Trustee of the Port of Tuticorin.

Fort St. George, September 28, 1929.

No. 99.—The Governor in Council directs that the regulations under the Paris Sanitary Convention of 1903 be imposed at all the unprotected ports of the Madras Presidency against vessels arriving from the port of Moulmein, intimation having been received of the occurrence of plague at that port.

H. A. WATSON,
Secretary to Government.

LAW DEPARTMENT.
(General.)

APPOINTMENTS.

Fort St. George, September 25, 1929.

No. 710.—M.R.Ry. Rao Sahib N. Kelu Nayar Avargal, to be Second Presidency Magistrate.

No 711.—Mr. P. Castaloe, to be Third Presidency Magistrate.

No. 712.—M.R.Rv. A. Duraiswami Mudaliyar Avargal, Deputy Collector, to be Fourth Presidency Magistrate.

(With effect from or about the 12th September 1929.)

No. 713.—Dr. Rama Baliga, District Medical Officer, Tinnevelly, to act as Superintendent, District Jail, Palamcottah, in addition to his own duties, during the absence of Mr. C. C. Schmidt or until further orders.

POSTING.

Fort St. George, September 23, 1929.

Consequent on the abolition of the appointment of Additional Subordinate Judge, Bezwada, from the 1st October 1929.

No. 714.—M.R.Ry. K. L. Venkata Rao Avargal, Additional Subordinate Judge, Bezwada, to the Sub-Court, Amalapuram, in relief of M.R.Ry. C. R. Krishna Rao Avargal who will revert as District Munsif.

INVESTITURE OF POWERS.

No. 715.—Under section 552 (1-A) of the Code of Criminal Procedure, 1898, the Government hereby empower the undermentioned Second-class Magistrates in the district specified against their names to pass orders as to first offenders :—

Dharaporum Muhammad Abdul Gaffur Sahib, M.R.Ry. Mothuruma Ayyar Dwarakanatha Ayyar. } Chingleput.

Fort St. George, September 24, 1929.

No. 716.—Under section 367 of the Code of Criminal Procedure, 1898, the undermentioned Deputy Collectors and First-class Magistrates in the districts noted against them are authorised to take down the evidence of witnesses with their own hand in the English language :—

Khaja Abdul Qadir Khan Sahib Bahadur—Ganjam.
M.R.Ry. K. Rajaratnam Garu—Vizagapatam.
Srimati D. Mahanty Mahasaya—West Godavari.
M.R.Ry. V. N. Raghunatha Rau Garu—North Arcot.

Fort St. George, September 27, 1929.

M.R.Ry. D. Narayana Rau Garu—East Godavari.
" C. Doraiswami Ayyangar Avargal—North Arcot.
M.R.Ry. S. David Nadar Avargal—Nellore.

Fort St. George, September 26, 1929.

No. 717.—Under section 367 of the Code of Criminal Procedure, 1898, the undermentioned officer in the district specified against his name is authorized to take down the evidence of witnesses with his own hand in the English language :—

Mr. E. E. Mack, I.C.S., Sessions Judge—Cuddapah.

Fort St. George, September 25, 1929.

No. 718.—Under section 37 of the Code of Criminal Procedure, 1898, M.R.Ry. Kumaraswamy Swaminatha Ayyar Narayana Ayyar Avargal, Subdivisional First-class Magistrate in the district of Coimbatore, is empowered to hear appeals from the sentences of second and third class magistrates.

Fort St. George, September 27, 1929.

No. 719.—Under section 18 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to appoint the undermentioned gentlemen to be Honorary Presidency Magistrates for the City of Madras and to empower them to sit on the Benches constituted for that City :—

M.R.Ry. Pitchamuthu Mudaliar Thambuswami Avargal.
M.R.Ry. Poonamalle Manoswami Muraguse Mudaliyar Avargal.

Fort St. George, September 23, 1929.

No. 720.—Under section 14 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to appoint M.R.Ry. Chidambaram Pillai Thiruvavakkarasu Pillai Avargal to be a Special Magistrate for the area comprised within the jurisdiction of the Bench of Magistrates at Chidambaram in the district of South Arcot and to confer on him all the ordinary powers of a magistrate of the second class and further to direct under section 15 (1) of the Code that he shall exercise these powers as a member of the Bench of Magistrates established for that area.

No. 721.—Under the provisions of section 14 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to confer upon M.R.Ry. Kurkurichi Appaswami Ayyar Subbayya Ayyar, Sub-Registrar of Kalugumalai in the district of Tinnevelly, for the term of his appointment as Sub-Registrar of Kalugumalai, such of the ordinary and additional powers of a magistrate of the third class as are specified hereunder in respect to offences under sections 3 to 7, both inclusive, of the Madras Towns Nuisances Act, 1889, under rule 13 of the rules framed by the Local Government for making vaccination compulsory and for enforcing it under sections 137 and 193 of the Madras Local Boards Act, 1920, and under section 18 of the Madras Registration of Births and Deaths Act, 1899, which may be committed within the limits of the union of Karuvikulam and the undermentioned villages in the district of Tinnevelly :—

Alhapathu, Maheedravadi, Nalnadalu, Vagaikalam, Kalakattakurichi, Kuruvikulam South, Ramalingapuram, Sundarareswarapuram, Vadakkuvinpalipathu, Kallikulam, Thenugal, Avanicorendal, Valasai, Nalovasankottai, Uttakkulam, Agilandapuram, Avudaiammalpuram, Kolampathu, Kuradikulam, Kattalamkulam, Kumarettiyapuram (T.T.), Madathupatti, Ramanathapuram Pudupatti, Tadka Kalugumalai, Venkateswarapuram, Alankulam, Kachilapuram, Subramaniapuram (N.), Kalugumalai, Karisalkulam, Sevalakkalam, Palamottai and Kuruvikulam union.

I. *Ordinary powers.*—Schedule III of the Code of Criminal Procedure, 1898, Section 1—Items 1 to 9, 14, 15 and 17 to 20.

II. *Additional powers.*—Schedule IV of the Code of Criminal Procedure, 1898—Items 4 and 5 of the powers conferrable by the Local Government on a magistrate of the third class.

Fort St. George, September 25, 1929.

No. 722.—Under section 14 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to appoint Mr. John Ernest Sampson and Col. Howard Geary Dyer to be Special Magistrates for the "Anamalai Hills" in the district of Coimbatore, for a period of two years and to confer on them such of the ordinary and additional powers of a Magistrate of the third class as are specified hereunder in respect to offences under section 18 of the Madras Registration of Births and Deaths Act, 1899, which may be committed within the limits of the "Anamalai Hills" in the district of Coimbatore :—

I. *Ordinary powers.*—Schedule III of the Code of Criminal Procedure, 1898—Items 1 to 9, 14, 15 and 17 to 20.

II. *Additional powers.*—Schedule IV of the Code of Criminal Procedure, 1898—Items 4 and 5 of the powers conferrable by the Local Government on a Magistrate of the third class.

Fort St. George, September 28, 1929.

No. 723.—Under the provisions of section 14 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to confer upon Mr. Arnold Madge, Port Officer, Pamban, in the district of Ramnad, for the term of his appointment as Port Officer, Pamban, such of the ordinary and additional powers of a Magistrate of the third class as are specified hereunder in respect to offences under sections 3 to 7, both inclusive, of the Madras Towns Nuisances Act, 1889, which may be committed

within the limits of the town of Pambaa in the district of Ramnad :—

I. *Ordinary powers.*—Schedule III of the Code of Criminal Procedure, 1898, section 1—Items 1 to 8, 14, 15 and 17 to 20.

II *Additional powers* —Schedule IV of the Code of Criminal Procedure, 1898—Items 4 and 5 of the powers conferrable by the Local Government on a Magistrate of the third class.

Fort St. George, September 26, 1929.

No. 724.—Under section 14 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to appoint M.R Ry. Chidambaram Subbaraya Pounnowami Mudaliyar Avargal to be a Special Magistrate for the area compassed within the jurisdiction of the Bench of Magistrates at Chidambaram in the district of South Arcot and to confer on him all the ordinary powers of a magistrate of the first class and further to direct under section 15 (2) of the Code that he shall exercise these powers as a member of the Bench of Magistrates established for that area.

Fort St. George, September 26, 1929.

No. 725.—Under section 13 of the Code of Criminal Procedure, 1898, the undermentioned officers in the districts specified against their names are appointed to be magistrates of the second class, and under section 37 they are invested with all the powers specified in the fourth schedule as powers which the Government may confer on a magistrate of that class except the powers to record statements and confessions under section 164, to authorize the detention of accused persons in the custody of the police under section 167, and to pass orders as to first offenders under section 562 (1) Criminal Procedure Code :—

M.R Ry. Ranga Ayyar Ramaswami Ayyar, Sub-Magistrate—North Arcot.

M.R Ry. Madeswami Pillai Arumughavalu Pillai, Stationary Sub Magistrate—Trichinopoly

Fort St. George, September 26, 1929.

No. 726.—Under section 4 of the Madras Children Act, 1920, the Local Government specially authorize the undermentioned second-class magistrate in the district specified against his name to exercise all the powers conferred on courts by the Act :—

M.R.Ry. C. Krishnayya—Cuddapah.

Fort St. George, September 23, 1929.

No. 727.—The Governor in Council is pleased to appoint the undermentioned persons to be Special Magistrates for the area comprised within the jurisdiction of the Bench of Magistrates at the places specified against their names with the powers and subject to the terms and conditions specified in Notification No. 737, Home (Judicial), dated the 13th August 1919, published at pages 1040 and 1041 of Part I of the *Fort St George Gazette* of the 26th idem as amended by subsequent notifications :—

M.R.Ry. Lalgudi Sapturishi Chettiyar Chokkalingam Chettiyar Avargal, Muhammad Ammatulla Sahib—Sahib John, } Lalgudi in the district of Trichinopoly.

M.R.Ry. Kedioje Venktaya Hegde Avargal—Udipi in the district of South Kanara.

M.R.Ry. Nagavedu Rajamanikka Chettiyar Avargal—Conjeeveram in the district of Chingleput.

M.R.Ry. Arumainayagam Abraham Avargal—St. Thomas' Mount in the district of Chingleput

Fort St. George, September 24, 1929.

M.R.Ry. Mootha Krishnamurti Garu—Cocanada, in the district of East Godavari

M.R.Ry. Tirattani Muninghavalu Nayudu Garu —Tirattani in the district of Chittoor.

Fort St. George, September 25, 1929.

The Rev. P. Benjamin ... } Bhimavaram in the district of West Godavari.

M.R.Ry. Dronamraju Butchi Narayanamurti Garu,

M.R.Ry. Kodiyath Kunhi Kanna Menon Avargal —Ottapalam in the district of Malabar.

M.R.Ry. Mamsadur Doraiswami Mudaliyar Avargal—Tiruvettipuram in the district of North Arcot.

Haji Abdul Hakim Sahib Bahadur—Madanapalle in the district of Chittoor.

Fort St. George, September 26, 1929.

Shaik Siddi Sahib Bahadur—Chirala in the district of Guntur.

M.R.Ry. Vaidyalinga Mudaliyar Kalyanasundaram Mudaliyar Avargal—Tiruvarur in the district of Tanjore.

Fort St. George, September 27, 1929.

Srimat Gopinath Pongrahu Mahasayo—Berhampur in the district of Ganjam.

Fort St. George, September 28, 1929.

M.R.Ry. Madaknsira Krishna Rao Garu—Gooty in the district of Anantapur.

M.R Ry. Subbarayar Ramaswami Ayyar Avargal —Karur in the district of Trichinopoly.

NOTIFICATIONS.

Fort St. George, September 25, 1929.

No. 728.—Under section 57 (1) of the Provincial Insolvency Act, 1920 (V of 1920), the Local Government are pleased to appoint M.R.Ry. S. Srinivasa Ayyar Avargal, Advocate, Bellary, to be Official Receiver, within the limits of the local jurisdiction of the District Court, Bellary, for two years from 15th September 1929.

Fort St. George, September 23, 1929
(*G.O. Ms. No.* 3694, *Law* (*General*)).

No. 729.—In exercise of the power conferred by sub-section (1) of section 3 of the Madras Borstal Schools Act, 1925 (Madras Act V of 1926), and in supersession of Law (General) Department Notification No. 265, dated the 10th April 1928, published on page 582 of Part I of the *Fort St. George Gazette*, dated the 17th April 1928, the Local Government are hereby pleased to constitute the District Jail, Palamcottah, in the Tinnevelly district, as a Borstal School under that Act.

No. 730.—In exercise of the power conferred by section 12 of the Madras Borstal Schools Act, 1925 (Madras Act V of 1926), and in supersession of Law (General) Department Notification No. 86, dated the 26th January 1927, published on page 210 of Part I of the *Fort St George Gazette*, dated the 1st February 1927, the Local Government are hereby pleased to appoint the Borstal School at Tanjore in the Tanjore district for the reception of adolescent offenders directed to be sent to a Borstal School by any court in the following districts having jurisdiction under the said Act :—

Ganjam.	Bellary.
Vizagapatam.	Anantapur.
Godavari, East.	Cuddapah.
Godavari, West.	North Arcot
Kistna.	Tinnevelly.
Guntur.	Chingleput.
Nellore.	Madras.
Kurnool.	

No. 731.—In exercise of the power conferred by section 12 of the Madras Borstal Schools Act, 1925 (Madras Act V of 1926), the Local Government are hereby pleased to appoint the Borstal School at Palamcottah in the Tinnevelly district for the reception of adolescent offenders directed to be sent to a Borstal School by any court in the following districts having jurisdiction under the said Act :—

Chittoor.	Ramnad.
Salem.	Malabar.
South Arcot.	South Kanara.
Tanjore.	Coimbatore.
Trichinopoly.	The Nilgiris.
Madura.	

Fort St. George, September 24, 1929
[*G.O. Ms. No.* 3707, *Law* (*General*)].

No. 732.—In exercise of the powers conferred by section 22 of the Code of Criminal Procedure, 1898, the Governor in Council is pleased to appoint Lieut.-Col. H. P. Pott, Executive Officer, Wellington, to be a Justice of the Peace within and for all the territories administered by the Governor in Council of Fort St. George, excepting the Presidency town.

Fort St. George, September 20, 1929
[*G.O. Ms. No.* 3874, *Law* (*General*)].

No. 733.—The following resolution of the Government of India is republished :—

HOME DEPARTMENT

Simla, the 28*th August* 1929.

No. F.-726/29-Judicial.—In exercise of the power conferred by sub-section (2) of section 80 of the Government of India Act, the Governor General in Council is pleased to direct that the following further amendments shall be made in Part B of the Resolution of the Government of India in the Home Department Nos. 783—784 (Judicial), dated the 2nd June 1913, relating to the execution of deeds, contracts and other instruments on behalf of His Majesty's Secretary of State for India in Council, namely :—

Under head III of the said part—

(a) After item 4, the following item shall be inserted, namely :—

"5. Contracts for re-fitting articles of Ordnance supply".	"By the Director of Ordnance Services".

(b) Item 5 shall be renumbered 6 and in the entries in the second column relating to items 1 to 4 and item 5 as renumbered for the words "Director of Equipment and Ordnance Stores", the words "Director of Ordnance Services" shall be substituted.

Fort St. George, September 23, 1929
[*G.O. Ms. No.* 3895, *Law* (*General*)]

No. 734.—In exercise of the powers conferred on him by section 57 of the Code of Civil Procedure, 1908, and in continuation of Law Department Notification No. 710, dated the 12th September 1928, published at page 1575 of Part I of the *Fort St. George Gazette*, dated the 18th September 1928, the Governor in Council prescribes the following scales of monthly allowances payable for the subsistence of civil debtors :—

II Class Indian Civil debtors.

	Rs.	A.	P.
In the Madras City	17	7	0
In the Nilgiri district	22	0	0
Elsewhere in the Presidency ..	12	0	0

III Class Indian Civil debtors.

In the Madras City	13	0	0
In the Nilgiri district	15	0	0
In the Chingleput district	8	8	0
Elsewhere in the Presidency ..	8	0	0

II Class European, American and Anglo-Indian Civil debtors.

	Rs.	A.	P.
In the Madras City and elsewhere in the Presidency	20	0	0

III Class European, American and Anglo-Indian Civil debtors.

In the Madras City	17	7	0
Elsewhere in the Presidency ..	15	0	0

The scales will be in force for a period of one year from the 1st December 1929.

* * * *

Fort St. George, October 1, 1929.

No. 735.—The following resolution of the Government of India is republished :—

HOME DEPARTMENT,

POLITICAL.

Delhi, the 18*th December* 1914.

No. 2851-2864.—In supersession of the orders contained in the Resolution of the Government of India in the Home Department, No. 2834-2842, dated the 9th December 1899, the Governor-General in Council is pleased to issue the following instructions with regard to certificates of identity.

2. Every native of India who contemplates proceeding out of India to foreign countries is strongly urged, before leaving, to furnish himself with an authoritative certificate of identity, in the form appended to this Resolution, signed by the head of the district (in a Presidency Town and in the town of Rangoon, the Commissioner of Police) in the case of residents of British India, and by the Political Officer in that of residents of Native States. In the case of a student the certificate should be signed by the head of his last school or college and countersigned by the District Officer (in a Presidency Town and in the town of Rangoon, the Commissioner of Police) or Political Officer as the case may be.

Appeals for assistance by destitute Indians who desire repatriation and by students who owing to embarrassed circumstances are unable to complete their course of education cannot be dealt with satisfactorily unless the parties are in a position to produce evidence of identity. The possession of a certificate of identity will be especially useful to young men of good family, as it may enable the Secretary of State to obtain for them social and other attentions.

Those who are desirous, however, of travelling in countries where a passport will be necessary are advised to furnish themselves with such a document also before leaving India, in lieu of, or in addition to, a certificate of identity. It should be remembered that no person is entitled to a passport, as of right, on the ground that he is a British subject and the production before authorities outside India of a certificate of identity, unless supplemented by documentary evidence of respectability, is not sufficient to ensure that a passport will be granted.

Form of Certificate of Identity.

1. Name of applicant_____

2. Father's name and caste_____

3. Residence_____

4. Age of applicant_____

6. Nationality of applicant *_____

6. Social or pecuniary status of father (or guardian)_____

7. Date or probable departure of applicant from India_____

8. Object of applicant's visit to England (Europe)

Signature of District Officer (in a Presidency Town, the Commissioner of Police or Political Officer, or head of school or college.†)

*Dated*_____

* I.e., whether a British subject by birth or by naturalization (or a subject of a Native State).

† Countersignature of the District or Political Officer should be obtained on certificates signed by heads of schools or colleges.

NOTE.—Holders of certificates of identity intending to apply subsequently in England or elsewhere for a passport to visit a foreign country are warned that no person is entitled to a passport as of right on the sole ground that he is a British subject. The production of a certificate of identity, therefore, will not ordinarily be sufficient to secure the grant of a passport, unless it is supplemented by documentary evidence of responsibility, endorsed by a Local Government or other authority competent to issue passports in India, certifying that the holder is a fit and proper person to receive a passport.

J. VENKATANARAYANA,
Secretary to Government.

Fort St. George, September 25, 1929.

No. 736.—In exercise of the powers conferred by section 11 of the Indian Motor Vehicles Act, 1914 (VIII of 1914), the Governor in Council is pleased to issue the following amendments to the Madras Motor Vehicles Rules, 1923, published in the Law Department Notification No. 209, at pages 327 *et seq.*, in Part I of the *Fort St. George Gazette*, dated the 20th March 1923 :—

AMENDMENT.

Insert the following as rule 25 B :—

25-B A motor vehicle shall not be driven on any footway, nor shall such vehicle be driven on any road or street or other public place where the use of such vehicle is prohibited in the City of Madras by the Commissioner of Police and elsewhere by the District Magistrate.

A. F. W. DIXON,
Deputy Secretary to Government.

(Legislative.)

NOTIFICATION.

Fort St. George, September 20, 1929.

No. 13.—In exercise of the power conferred by proviso (*b*) of sub-section (3), section 72 A of the Government of India Act, His Excellency the Governor is pleased to nominate Mr. T. G. Rutherford and M.R.Ry. C. Gurundan Nayar Avargal to be Members of the Madras Legislative Council for the purpose of the consideration of the Bills to amend the Madras District Municipalities Act, 1920 (Bills Nos. 13 of 1929 and 17 of 1929) and the Bills to amend the Madras Local Boards Act, 1920 (Bills Nos. 13 of 1929 and 15 of 1929).

R. V. KRISHNA AYYAR,
Secretary to the Council.

REVENUE DEPARTMENT.

LEAVE.

Fort St. George, September 23, 1929.

No. 362.—M.R.Ry. M. Venkanna Nayudu Garu, Deputy Collector, leave on average pay without medical certificate for six weeks with effect from the date of relief.

Fort St. George, September 24, 1929.

No. 363.—Khan Bahadur M. Tamim-ud-din Qadiri Sahib Bahadur, Deputy Collector and Second Presidency Magistrate, leave on average pay without medical certificate for three months with effect from 26th September 1929 or date of relief. He is permitted to affix the Christmas holidays to his leave, subject to the conditions laid down in the subsidiary rules under Fundamental Rule 68.

Fort St. George, September 26, 1929.

No. 364.—M.R.Ry. Rao Sahib C. P. Karunakara Menon Avargal, Assistant Secretary and Acting Under Secretary to Government, Revenue Department, leave on average pay without medical certificate for two months with effect from the date of relief.

APPOINTMENT.

Fort St. George, September 24, 1929.

No. 365.—The following appointment of a deputy collector is ordered :—

M.R.Ry. C. Duraiswami Ayyangar Avargal, Tahsildar, Chittoor, to act as Deputy Collector.

POSTINGS.

Fort St. George, September 23, 1929.

No. 366.—The following postings of deputy collectors are ordered :—

M.R.Ry. T. M. Mallikarjuna Ayyar Avargal, on completion of his training in treasury work at Salem, to the Chittoor Treasury, during the absence of the permanent Treasury Deputy Collector on duty in connexion with the annual inspection of the sub-treasuries in the Chittoor district and thereafter, on relief by the permanent Treasury Deputy Collector to general duty, South Kanara, as ordered in the notification, dated 23rd August 1929.

Fort St. George, September 24, 1929.

M.R.Ry. C. Duraiswami Ayyangar Avargal, to general duty, North Arcot.

M.R.Ry. S. David Nadar Avargal, from general duty, North Arcot, to general duty, Nellore.

M.R.Ry. D. Narayana Rau Garu, on return from leave, to general duty, East Godavari.

M.R.Ry. P. Krishnaswami Ayyar Avargal, on return from leave, to the Madura Treasury.

M.R.Ry. P. V. G. Pandiyan Avargal, from the Madura Treasury to the Tinnevelly Treasury, in relief of M.R.Ry. K. Ramaswamy Raja Avargal.

ERRATA.

Fort St. George, September 25, 1929.

In the notification published at page 632 of Part I of the *Fort St. George Gazette*, dated 2nd April 1929, relating to the acquisition of lands in 187-Pahyakudi village, Papanasam taluk, Tanjore district, for the excavation of a surplus channel for Pahyakudi eri—

Against R.S. No. 240-6 B, *for* 'Krishnaswami Vandayar' *read* 'Swaminatha Vandayar.'

Against R.S. No. 186-7 B, *for* 'Swaminatha Vandayar' *read* 'Krishnaswami Vandayar.'

Against R.S. No. 240-6 B, *for* 'western boundary No. 247-6 A' *read* 'western boundary No. 240-6 A.'

Fort St. George, September 26, 1929.

In the draft notification under section 4 (1) of the Land Acquisition Act, published at page 1523 of

Part I of the *Fort St. George Gazette*, dated 13th August 1929, in respect of the lands required in Kothapalli village, Nellore taluk and district, for the provision of an irrigation channel—

Against part of S. No. 479 A, *for*, "Nayuda Andeppa Reddi, part of S. No. 479 J" *read* "Nayuda Andeppa Reddi, part of S. No. 479 G."

NOTIFICATIONS.

Fort St. George, September 20, 1929.

No. 307.—In exercise of the powers conferred by section 17 (*b*) (ii) of the Madras Survey and Boundaries Act VIII of 1923, the Governor in Council hereby directs the survey under the provisions of the said Act of the land required for the Canal System of the Cauvery-Mettur Project in the undermentioned village of the Pattukkottai taluk of the Tanjore district :—

Tiruchchittambalam .. Entire inam.

ACQUISITION OF LANDS.

Fort St. George, September 14, 1929.

Under section 6 of the Land Acquisition Act, His Governor in Council hereby declares that the land specified below and measuring 0·37 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the construction of a Board Panchama School building ; and, under sections 8 and 7 of the same Act, the Deputy Tahsildar, Gunapur, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Deputy Tahsildar, Gunapur, and may be inspected at any time during office hours.

Vizagapatam district, Gunapur taluk,
Kapogunda village.

	Acres
Zamindari, jirayati, dry, belonging to Maharaja of Jeypore, occupiers Pammuvalsa Sankuru, Subbanna, Reddaru and Lachanna, bounded on the north by backyards of the Pandi people ; east by dry land of Tangada Dalayya ; south by public path ; west by union road	0·37

Fort St. George, September 24, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for diversion of bund, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923 ; and the Governor in Council hereby authorizes the Divisional Officer, Cuddalore, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 5 (*a*) of the same Act the Governor in Council appoints the Divisional Officer, Cuddalore, to perform the functions of a Collector under section 5-A of the Act.

South Arcot district, Cuddalore taluk,
Pandarakottai village.

	Approximate extent. Acre.
(Arable)	
Ryotwari, dry, S. No. 403-2 portion, occupiers, Gopala Kirundan and Chinnathambi Kavundan, bounded on the north by S. No. 403-J portion ; east by S. No. 431 ; south by S. No. 403 ; west by S. No. 403-2 portion	0·01

Fort St. George, September 16, 1929.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 2,970 square feet be the same a little more or less, is needed for a public purpose, to wit, for diversion of footpath and to shift the side drain, and under sections 8 and 7 of the same Act, the Revenue Divisional Officer, Trichinopoly, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. Under sub-section (1) of section 17 of the Act, the Governor in Council further directs that possession of the land may be taken on the expiry of fifteen days from the date of the publication of the notice mentioned in section 9 (1) of the Act. A plan of the land is kept in the office of the Revenue Divisional Officer, Trichinopoly, and may be inspected at any time during office hours.

Trichinopoly district, Trichinopoly taluk,
Inam Seoguhan village.

Trichinopoly Municipality, Ward No. VIII, Block No. 35

	Sq. ft.
Government, dry, T.S. No. 2511-1 A, belonging to P. Simon, bounded on the north by No. 468-2 ; east by No. 2511-1 B ; south by No. 2511-2 A ; west by I Ward, Trichinopoly Municipality ..	1,734
Government, dry, T.S. No. 2514-2 A, belonging to P. Simon, bounded on the north by No. 2511-1 A ; east by No. 2514-2 B, south by No. 2514-1 ; west by I Ward, Trichinopoly Municipality	312
Total ..	2,046

H. R. PATE,
Secretary to Government.

DEVELOPMENT DEPARTMENT.

LEAVE.

Fort St. George, September 24, 1929.

No. 327.—Mr. H. Wheatley, Manufacturing Chemist, Government Cinchona Department, leave on average pay for eight months from 23rd April 1930 or the date of relief.

EXTENSION OF LEAVE.

No. 328.—Mr. D. L. Sathe, Deputy Conservator of Forests, extension of leave on a single pay for three days from the 27th June 1929.

APPOINTMENTS.

Fort St. George, September 23, 1929.

No. 329.—M.R.Ry. A. Raja Nayakar Avargal, District Forest Officer, Vizagapatam, on relief by Mr. K. T. Matthew, Assistant Conservator of Forests, to act as District Forest Officer, Ganjam.

Fort St. George, September 21, 1929.

No. 330.—M.R.Ry. M. Maogesha Rao Avargal, Officiating Assistant Director, VI Circle, to be Assistant Director, VI Circle, on probation in the vacancy caused by the retirement of M.R.Ry. A. V. Tirumeragnanatham Pillai Avargal.

Fort St. George, September 25, 1929.

No. 331.—M.R.Ry. R. Padmanabha Nayudu, Deputy Collector, to act as Deputy Registrar of Co-operative Societies.

PRESS COMMUNIQUÉ.

Fort St. George, September 28, 1929.

No. 332.—In view of the continued prevalence of rinderpest, the Government of Ceylon have decided to prohibit the importation of cattle of any kind into Ceylon for a period of six months with effect from 1st September 1929.

NOTIFICATIONS.

Fort St. George, September 20, 1923.

No. 333.—His Excellency the Governor in Council hereby declares, under section 24 of the Madras Forest Act (V of 1882), that the areas specified below, which were declared to be reserved forest under section 16 of the Act in Notification No. 78, dated 6th February 1906, published at pages 281 to 284 of Part I of the *Fort St. George Gazette*, dated 13th February 1906, shall cease to be reserved forest with effect from 1st November 1923 :—

SCHEDULE.

South Arcot district, Pattur taluk,
No. 2. Nada village.

[Name of the reserved forest from which portions are disreserved—Nemari Reserved Forest.]

BOUNDARIES.

The area comprises the entire fields of—

		Acs.	
6	No 45, Kudukoli	0 31	Surveyed in the year 1898.
8	No 26, Kambuja	3·34	
9	No 113, Poligar of Nada village.	0 28	

BRIEF DESCRIPTION AND REASON FOR DISRESERVATION.—These fields are cultivated patta lands.

Fort St. George, September 20, 1923

No. 334.—In exercise of the powers conferred by sub-section (a) of section 16 and clause (3) of sub-section (4) of section 18 of the Madras State Aid to Industries Act, 1922 (Madras Act V of 1923), as amended by the Madras State Aid to Industries (Amendment) Act, 1923 (Madras Act VIII of 1923), the Governor acting with Ministers is hereby pleased to make the following amendment to the rules framed under the said Act and published in the *Fort St. George Gazette*, Extraordinary, dated 3rd March 1923, as amended by notifications No. 300, dated 14th October 1923, No. 332, dated 9th October 1925, No. 300, dated 28th August 1927 and No. 102, dated 20th March 1928, published at page 1229, page 2216, pages 1604–1605 and page 574 of Part I of the *Fort St. George Gazette*, dated 28th November 1923, 17th November 1925, 4th October 1927 and 26th March 1929, respectively :—

DRAFT AMENDMENT.

In rule 12 of the said rules, for the words "authorised in this behalf by the Local Government" the words "authorized in this behalf either by the Director or by the Local Government" shall be substituted.

Fort St. George, September 23, 1929.

No. 335.—Under section 48 (1) of the Land Acquisition Act, 1894, the Governor in Council and the Governor acting with his Ministers hereby withdraws from the acquisition of the lands belonging to or enjoyed by Thomas Servai and Inpasi Servai measuring 1·50 acres and bearing S. Nos 136 (1) (C) and 136 (1) (F) of Abishekapuram village, Trichinopoly taluk and district, and specified in the notification, dated 3rd August 1928, published at page 1235 of Part I of *Fort St. George Gazette*, dated 14th August 1928, as required for the provision of house-sites for the Catholic Co-operative Building Society.

No. 336.—Under section 48 (1) of the Land Acquisition Act, 1894, the Governor in Council and the Governor acting with the Ministers hereby withdraws from the acquisition of the lands mentioned below, measuring 6·60 acres in the Abishekapuram village, Trichinopoly taluk, Trichinopoly district, and specified in the notification, dated 2nd March 1929, published at page 520 of Part I of the *Fort St. George Gazette*, dated 19th March 1929, as required for the provision of house-sites for the members of the Catholic Co-operative Building Society.

Trichinopoly district, Trichinopoly taluk, Abishekapuram village.

	Acs.
Government, dry, No. 134-14, belonging to widow Mahboob Bi, minors Abdul Karim, Abdul Hamid, guardian mother Mahboob Bi, bounded on the north by No. 134-7 ; east by No 134-15 , south by No. 134-17 ; west by No 134-11, 12 & 16	0·37
Government, dry, No 134-16, belonging to Marimuthu, trustee for the time being of Mariamman Kovil, Abishekapuram, Muthurbathasa Pillai and Alagiyakottai, bounded on the north by No 134-8 ; east by No 135-1, south by No. 134-17 ; west by No 134-7 & 14	0·97
Government, dry, No 134-18, belonging to Marimuthu, trustee for the time being of Mariamman Kovil, Abishekapuram, Muthurbathasa Pillai and Alagiyakottai, bounded on the north by Nos. 134-13 & 133 ; east by No 134-17 ; south by No. 135-1 ; west by No. 132	1·86
Government, dry, No. 134-17, belonging to V. R. Manuel Servai, bounded on the north by No. 134-13, 14 & 15 ; east by No 135-1 ; south by No. 135-1 & 21 , west by No 134-16	1·29
Government, dry, No 135-1, belonging to Periyanna Chetti, minors M Natesa Chetti, Kasi Chetti and Palani Chetti, guardian mother Angammal, bounded on the north by No. 134-18 & 17 ; east by No 132-24 , south by No 135-21, 9, 23 & 25 ; west by Nos 132 B and 135-2, 3 & 9	1·00
Government, dry, No. 135-24, belonging to V. Meenammal, bounded on the north by No. 134-17 ; east by No 135-1 , south by No. 135-25 ; west by No 135-1	1·24
Government, dry, No 135-26, belonging to Arulanandam Servai and A. Samuel Pillai bounded on the north by No. 135-1 & 24 , east by No 135-1 ; south by No 135-28 ; west by No 135-23	2·40
Government, dry, No 135-26, belonging to E. Muthalammathu Servai and M Sulaiman Servai, bounded on the north by No 135-25 ; east by No 135-1 ; south by No. 143-1, 5 & 6 ; west by No 135-23	0·40
Total ..	6·60

ACQUISITION OF LANDS.

Fort St. George, September 26, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit for the construction of a building for the Co-operative Urban Bank at Little Conjeeveram in the Conjeeveram taluk of the Chingleput district, the Governor in Council and the Governor acting with Ministers hereby give notice to that effect to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act, 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and hereby authorise the Revenue Divisional Officer, Chingleput, and his staff to exercise the powers conferred by section 4 (2) of the Act, and under section 3, appoint the Revenue Divisional Officer, Chingleput, to exercise the functions of a Collector under the Act.

Chingleput district, Conjeeveram taluk, Conjeeveram Town, First Ward.

	Approximate extent, sq. yd.
Byeveri, house-site, S. No. 1788-1, belonging to K. S. Srinivasaraghava Ayyar, bounded on the north by No. 1761 , east by No. 1787 ; south by No 1788-2 ; west by No. 1789-1	9,123

Fort St. George, September 24, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the construction of godowns for the Loan and Sale Co-operative Society and of buildings for other co-operative societies at Karur in the Karur

taluk of the Trichinopoly district, the Governor in Council and the Governor acting with Ministers hereby give notice to that effect to all whom it may concern in accordance with the provisions of sub-section (1) of section 4 of the Land Acquisition Act, 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and hereby authorize the Sub-Collector, Karur, and his staff to exercise the powers conferred by section 4 (2) of the Act, and under section 3 appoint the Sub-Collector, Karur, to exercise the powers of a Collector under the Act.

Trichinopoly district, Karur taluk, Karur town, Lakshmiamayana Samudram village

	Acs.
Government, wet, T.S. No. 302, belonging to Appavu alias Annaswami Chettiyar, Sankaralingam Chetti, Sivaramakrishnan Chetti minor guardian Appavu Chetti, bounded on the north by T.S. No. 304; east by T.S No 303; south by T.S. No. 303; west by T.S No. 301 B	0 52
Government, wet, T.S No. 303, belonging to Appavu alias Annaswami Chettiyar, Sankaralingam Chetti and Sivaramakrishnan Chetti minor guardian Appavu Chetti, bounded on the north by T.S. No. 302; east by T.S No 302, south by T.S No. 3 4, west by T.S No. 301 B	0·46
Government, wet, T.S. No. 304, belonging to Appavu alias Annaswami Chettiyar, Sankaralingam Chetti and Sivaramakrishnan Chetti minor guardian Appavu Chetti, bounded on the north by T.S. No 303; east by T.S No 303; south by T.S. No 305, west by T.S. No. 301 B ..	0·05
Government, wet, T.S No. 305 part belonging to Nagammal, wife of Perumal Nayudu, bounded on the north by T.S Nos. 305 part and 309; east by T.S. No 306; south by T.S. No 307, west by T.S No 308	0·01
Whole inam Karur village.	
Private, dry, T.S No. 308, belonging to Appavu Chettiyar alias Annaswami Chettiyar, Sankaralingam Chetti, and minor Sivaramakrishnan guardian Appavu Chettiyar and malavarandar Srikrishnaraja pathaiswaraswami represented by the trustee, bounded on the north by T.S. Nos 309 and 310; east by T.S. No 309; south by T.S. No. 1102; west by T.S No. 306 ..	0·32
Karur, nattam, inam, peramboke, T.S. No. 309, belonging to (1) Appavu alias Annaswami Chettiyar, (2) Sankaralingam Chetti, (3) minor Sivaramakrishnan Chetti, guardian No (1), malavarandar Srikrishnaraja pathaiswaraswami represented by the trustee, bounded on the north by T.S. No 311, east by T.S No 310, south by T.S. No. 308, west by T.S Nos 304, 303, 302, 300, 299, 298 and 296	0·55

S. V. RAMAMURTI,
Secretary to Government.

PUBLIC WORKS AND LABOUR DEPARTMENT.

LEAVE.

Fort St. George, September 24, 1929.

No. 601.—M. E Ry. P. S. Krishnaswami Ayyar, Officiating Assistant Engineer, No. 1 subdivision, Kistna Delta Investigation division, leave on average pay without medical certificate for four months with effect from the date of relief.

Fort St. George, September 27, 1929.

No. 602.—In modification of the notification published in Part I, page 1291 of the *Fort St. George Gazette*, dated 2nd July 1929, Mr. V. Hart, A.M.I.C.E., Officiating Superintending Engineer, leave on average pay for three and a half months and on continuation thereof leave on half average pay for eight and a half months with effect from the 11th July 1929.

SERVICES PLACED.

Fort St. George, September 25, 1929.

No. 603.—The services of Mr. J. E. Faulkes, Assistant Engineer, Madras Engineering Service, are placed at the disposal of the Marine Department, on his return from leave.

ERRATA.

In the notification published under section 4 (1) of the Land Acquisition Act I of 1894 in pages 523 and 524 of Part I of the *Fort St. George Gazette*, dated 19th March 1929, in respect of lands proposed to be acquired for improvements to the Ayyavayyanar in 69, Alavelu village, Mayavaram taluk, Tanjore district—

R.S No. 19-1, *for* 'anjoyam Krishnamurthi Ayyar, Mahalinga Ayyar, Ramchapagam Ayyar and T. K. Veeraraghava Ayyar', *read* 'anjoyam Mahalinga Ayyar, Ramchapagam Ayyar and T. K. Veeraraghava Ayyar'.

R.S No. 20-1, *for* 'anjoyam Srinivasa Ayyar, Arunachalam Pillai, Subrahmania Ayyar and T. K. Veeraraghava Ayyar', *read* 'anjoyam Swamy as Ayyar, Arunachalam Pillai, Subrahmania Ayyar, Marimuthu Pandithan and T. K. Veeraraghava Ayyar'.

R.S. No 20-4, *for* 'southern boundary R.S No. 20-2, western boundary No. 19', *read* 'southern boundary Nos. 20-2 and 20-3, western boundary No. 19-1'.

In the declaration under section 6 of the Land Acquisition Act relating to the acquisition of lands for the formation of the banks along the Elatur Kallai canel, published on pages 1493-1494 of Part I of the *Fort St. George Gazette*, dated 6th August 1929, under 'Kulathinkanan village, private jantam, garden S No 117/5-A 2', *for* the words 'west by S No. 175 5 A-1', *read* 'west by S. No. 117-5 A-1.'

Fort St. George, September 25, 1929.

In the notification under section 6 of the Land Acquisition Act published at pages 1640 and 1641 of Part I of the *Fort St. George Gazette*, dated 27th August 1929, relating to the acquisition of lands in Maharajapuram and Puralam villages for strengthening the banks of the Noyar—

For 'Tanjore district, Nannilam taluk Maharajapuram village' *read*, 'Tanjore district, Nannilam taluk, Puralam village'.

For 'Puralam village', *read* 'Maharajapuram village'.

To the draft declaration published at page 1641 of Part I of the *Fort St. George Gazette*, dated 27th August 1929, in respect of lands required for Melavannippatta channel of the Cauvery Mettur Project, in S. Kokkaram village, Pattukkottai taluk—

In the entry relating to Government, dry, T.S No 37 B-4 A—

For 'east by No. 37 B-4 A', *read* 'east by No 37 B-4 A'.

For 'west by No 186 B', *read* 'west by No 186'.

In the notification relating to the acquisition of land in Jaddangi village of Kollavaram taluk, East Godavari district, published at page 1040 of Part I of the *Fort St. George Gazette*, dated 21st May 1929—

For 'S. No 420 E, against Item 2, acre 0·15 against Item b', *read* 'S. No 10-2 E, acre 1·13'.

In the notification at page 1452 of Part I of the *Fort St. George Gazette*, dated 30th July 1929, relating to the acquisition of lands required for the constructions of quarters for the armed reserve in Komarasampatti village, Salem taluk, Salem district—

Southern boundary of T.S. No 316-3, *for* 'No 316 B', *read* 'No. 316-4'.

Northern boundary of T.S. No. 317 E, *for* 'No. 317 B', *read* 'No. 317 D'.

Northern boundary of T.S. No. 317 F, *for* 'No 317 B', *read* 'No. 317 D'.

Northern boundary of T.S No 317 G, *for* 'No 317 B', *read* 'No 317 D'.

Fort St. George, September 25, 1929.

To the declaration under section 6 of the Land Acquisition Act I of 1894, in respect of the lands required in Pattikondan village, Pattukkottai taluk, Tanjore district, for the Rajamadam branch channel, mand system, Cauvery-Mettur Project, published at pages 1577 to 1580 of Part I of the *Fort St. George Gazette*, dated 20th August 1929—

Page 1578, in the entry relating to block and T S No 21-10, *for* 'south by No. 42-1, 31 & 12,' *read* 'south by Nos. 42-1 and 41-31 & 12'

In the notification under section 4 (1) of the Land Acquisition Act I of 1894, in respect of lands required for house sites to the Adi Dravidas in No. 98, Melasemmangudi village, Papanasam taluk, Tanjore district, published at page 470 of Part I of the *Fort St. George Gazette*, dated 5th March 1929—

For 'Akshayalinga Thengondar,' *read* 'Achalalinga Thengondar'.

Add Paramasivam Thengondar, as one of the owners.

Add S. No. 60-9, 10 A & 10 B, in the eastern boundary.

In the draft declaration published at page 1650 of Part I of the *Fort St George Gazette*, dated 3rd September 1929, in respect of the land to be acquired in Mantadu village of Gannavaram taluk, Kistna district, for excavating a bedi for the irrigation of Tadanki lands—

Against S. No 73 A-1 A, southern boundary, *for* '9-1', *read* 'C S No 9-1 (R. survey No. 13-1 A)'

Against S No 77-2 A, western boundary, *for* '8-2', *read* 'C S No 9-2 (R. survey No. 13-2 A).'

Against S No. 79-6 A, northern boundary and No. 79-6 A, *for* '78-1 B', *read* 'Nos. 7 B-1 B and 79-6 A.'

Against S No. 79-3 A, southern boundary, *for* '77 A-1 A', *read* 'No. 78 A-1 A'

Melvarnadar—Mahamahopadhyaya Sir Sobhanadri Apparao Bahadur Garu (to be added).

To the declaration under section 6 of the Land Acquisition Act in respect of lands required for the Cauvery-Mettur Reservoir Project in Mulukkadu village, Mettur taluk, Salem district, published at pages 1672-73 of the *Fort St George Gazette*, dated 3rd September 1929—

Page 1672.—(1) In the entry relating to S.F. No. 55 B-1, *for* 'belonging to Maran Paryan, Kaveri Paryan, Ayyamperumal minor, guardian mother Palani Parachi,' *read* 'belonging to Maran Paryan, Kaveri Paryan, minor Ayyamperumal, guardian mother Palani Parachi, Parasurama Paryan, R. Kaveri Paryan and S Perumal Paryan.'

(2) In the entry relating to S.F. No 65 B-3, *for* 'belonging to Parasurama Paryan, R. Kaveri Paryan and S Perumal Paryan,' *read* 'belonging to Maran Paryan, Kaveri Paryan, minor Ayyamperumal, guardian mother Palani Parachi, Parasurama Paryan, R. Kaveri Paryan and S. Perumal Paryan.'

NOTIFICATIONS.

No. 504.—The Government are pleased to nominate Mr. S. W. White, Assistant Mechanical Engineer, Madras Port Trust, and Mr. W. B. Horrocks, Managing Director, Massey & Co., Ltd., Madras, to the panel of assessors constituted in G.O. No. 630 W., dated 7th May 1924, for the purpose of hearing appeals under rule 37 of the Madras Motor Rules, 1924, in place of Messrs. T. W. Muir and A. R. Knight.

No. 505.—The following notification of the Government of India is republished :—

DEPARTMENT OF EDUCATION, HEALTH AND LANDS.

Simla, the 12*th September* 1929.

No. 720/Ox.—With reference to this Department Notification No. 560-Ox., dated the 4th July 1929, and in pursuance of sub-rule (1) of rule 3 of the Indian Emigration Rules, 1923, the Governor-General in Council is pleased to approve the appointment of Mr. L. E. Lanes-Baillie to act as Emigration Commissioner for Ceylon, with effect from the 18th September 1929, during the absence of Mr. N. H. M. Bowden on leave for one month.

Fort St. George, September 30, 1929.

No. 506.—The following notification of the Government of India is republished :—

DEPARTMENT OF INDUSTRIES AND LABOUR.

PUBLIC WORKS BRANCH.

Simla, the 5*th September* 1929.

No. T.-35.—In exercise of the powers conferred by rule 53 of the Indian Aircraft Rules, 1920, the Governor General in Council is pleased :—

(*a*) to declare the Civil Aerodrome at Akyab to be a customs-aerodrome, and

(*b*) to appoint the Chief Customs Officer and the Customs-Collector for the time being appointed for the port of Akyab, under the Sea Customs Act, 1878 (VIII of 1878), to be respectively the Chief Customs Officer and the Customs-Collector for the purpose of the said rules at the said customs-aerodrome.

Fort St. George, September 18, 1929
(*G.O. No.* 2663 *W.*).

No. 507.—Under section 4 (3) (*b*) of the Indian Electricity Act, 1910, the Government sanction the following amendments to the Trichinopoly-Srirangam Electric Licence, 1925, granted to the Trichinopoly-Srirangam Electric Supply Corporation, Limited, Trichinopoly, in G.O. No. 903 W., dated 7th July 1925 :—

(1) *For* the existing clause 5, the following shall be substituted :—

Clause 5—*Area of supply*.—The area within which the supply of energy is authorized by this licence, is the whole of the area, contained within the municipal limits of Srirangam and the municipal and Cantonment and Central Jail limits of Trichinopoly, and also the area bounded on the north by 10° 55' N. Lat., on the east by 78° 46' of E. Long., on the south by 10° 44' of N. Lat. and on the west by 78° 40' of E. Long., and comprising particularly the following important villages and intervening areas :—

1. Malkandi
2. Tersiyai
3. Kathur
4. Rakkandachcil
5. Padukadi
6. Talakudi
7. Appadurai
8. Iyyanakara
9. Sirumadur
10. Thiruvellarai
11. Kondayampettai
12. Thiruvarayanallur
13. Chintamani
14. Devadanam
15. Kilamuthukudi
16. Kavalthirudi
17. Ariyamangalam
18. Dharmalingapuram
19. Pappakurichi
20. Elakkadi
21. Abathsahayapuram
22. Alathur
23. Kottapatta
24. Kadalaikondankottai
25. Sittanai
26. Kilikurichi
27. Bengalam
28. Gundur
29. Manamadhanallur

including all the lands of the Government and the Railway Companies, lying within such limits and more particularly delineated upon the deposited map (bearing T.S.E. No. 119, dated 25th March 1929) by a red chain line, enclosing the said area.

(ii) To clause 6—Compulsory works, the following sub clause (*c*) shall be added :—

"(*c*) Further within twelve months of the receipt of the application and subject to the first proviso of clause VI (1) of the schedule to the Act, the licensees shall lay down suitable and sufficient additional transmission lines, feeders and distributing mains, as may be required to effect a supply to every applicant, village or community within the

area, having a demand of not less than 10,000 units per annum, per mile of additional transmission or feeder line."

Fort St. George, September 20, 1929.

No. 508.—Under sub-section (1) of section 48 of the Land Acquisition Act I of 1894 as amended by Act XXXVIII of 1923 the Government hereby withdraw from the acquisition of S. No. 28-2 B of Kanyakkanna desam notified under section 4 (1) of the Land Acquisition Act on page 1136 of Part I of the *Fort St. George Gazette*, dated 30th June 1925, and S. Nos. 28-1 B and 28-3 B of Kanyakkanna desam notified under section 4 (1) of the Land Acquisition Act on page 2360 of Part I of the *Fort St. George Gazette*, dated 23rd November 1926, as required for the extension of the Headquarter Hospital, Calicut.

No. 509.—Under section (1) of section 48 of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act of 1923, the Governor in Council hereby withdraws from the acquisition of S. No. 260-4, Tenirupperi village, Tirchendur taluk, measuring 59 cents, notified on page 1068 of Part I of the *Fort St. George Gazette*, dated 10th July 1928, as being required for a Government (Public Works Department) quarry.

Fort St. George, September 23, 1929.

No. 510.—Under sub-section (1) of section 48 of the Land Acquisition Act I of 1894, the Government hereby withdraw from the acquisition of 0·04 of an acre of Government dry in S. No. 369-8 A, 0·01 of an acre of Government dry in S. No. 369-8 A, 0·07 of an acre of Government wet in S. No. 370-8 A, and 0·03 of an acre of Government wet in S. No. 343-2 A of Chavali village, Tenali taluk, Guntur district, in respect of which a draft declaration was published in page 1806, Part I of the *Fort St. George Gazette*, dated 20th November 1928, as required for a drainage bodhe channel.

No. 511.—The following advertisement appearing in the *Justice*, dated 22nd August 1929, is published :—

THE SEMBIAM ELECTRIC LICENCE, 1929.

Licence for the supply of electric energy granted by the Government of Madras under the Indian Electricity Act, 1910.

The Union Board of Sembiam having made application to the Government of Madras for the grant of a licence for the supply of electrical energy within the union limits of Sembiam under the conditions set forth below :—

Notice is hereby given that any local authority, person or company desirous of making any representations to the Local Government with reference to the above draft licence may do so by letter addressed to the Secretary to Government, Public Works and Labour Department, Madras, within three months of the date of this notification, dated 22nd August 1929.

Copies of the deposited map and draft licence may be inspected at the Union Board Office, Sembiam. Copies of the draft licence may be obtained from the aforesaid office on payment of a fee of Re. 1 per copy.

Address of applicants—

The Union Board, Sembiam, Perambur,
M. Sajjad Husain Sahib,
President.

DRAFT LICENCE.

Licence is hereby granted to the Sembiam Union Board to supply electrical energy in the area with the powers and upon the terms and conditions all specified below :—

1. *Short title.*—This licence may be cited as "The Sembiam Electric Licence, 1927."

2. *Interpretation.*—This licence is to be read and construed as subject in all respects to the provisions of the Indian Electricity Act, 1910, with the statutory modifications thereof and to the rules thereunder; and the several words, terms and expressions to which meanings are assigned by that Act or any statutory modifications thereof or by the rules thereunder or the General Clauses Act, 1897, shall have in this licence and the annexures thereto the same respective meanings, provided that in this licence—

(1) The expression "The Act" shall mean the Indian Electricity Act, 1910, with the statutory modifications thereof.

(2) The expression "The Licensees" shall mean and include Sembiam Union Board and their permitted assigns.

(3) The expressions "First Annexure," "Second Annexure" and "Third Annexure" shall mean the first, second and third annexures to this licence respectively,

(4) The expression "Deposited Map" shall mean the plan of the area of supply hereinafter specified, which has been deposited with the Government of Madras in pursuance of rules under the Act, and which plan is signed for the purpose of identification by the Secretary to the Government of Madras in the Public Works Department and by the President, Union Board, Sembiam, on behalf of the applicants.

(5) The expression "Unit" shall mean the quantity of energy contained in a current of one thousand amperes flowing under an electro-motive force of one volt during one hour.

(6) The expression "Load Factor" shall mean the ratio or percentage of the average quantity per hour to the maximum quantity per hour of energy supplied in any month

3. *Commencement of Licence.*—The date of the notification by the Government of Madras in the *Fort St. George Gazette*, that this licence has been granted is in this licence referred to as "The Commencement of the Licence"

4. *Area of supply.*—The area within which the supply of energy is authorised by this licence is the whole of the area contained within the Union limits of Sembiam and more particularly delineated upon the deposited map by a red line enclosing the said area.

5. *Purpose of supply.*—Subject to the provisions of this licence and the Act and the rules thereunder the licensees shall be entitled during the continuance of this licence to supply energy within the area of supply for all purposes except in bulk.

Provided that the licensees shall not without adequate notice being served on them be under any obligation under section 22 of the Act to supply more energy than is consistent with their obligation to maintain a constant supply to consumers due regard being had to the licensees' load factor.

Provided that no supply of energy shall be commenced to be given by the licensees to owners or occupiers of private consumers until the Government of Madras have approved the form of requisition to be made by the owners or occupiers for such supply of energy and also the form of written contract or agreement with the licensees to take a supply of energy, which is to be executed or entered into by the owners or occupiers and until the Government of Madras have also approved the amounts of all miscellaneous charges, incidental to

or in connexion with such supply, which the licensees propose to make.

6. *System of supply.*—The system of supply to be adopted for the supply of electric energy under this licence is—

(1) A medium pressure alternating current three phase four wire supply at a pressure at the consumer's terminals of 400 volts (approximately) between phases and 230 volts between phase and neutral which shall be earthed at one point only on each separate distributing system at a frequency of fifty complete periods per second.

Provided always that it shall be lawful for the Government from time to time to issue, with due regard to the expense involved and to the effect upon the commercial prospects of the undertaking, regulations dealing with the above system of supply or to authorise other systems of supply to be adopted for the purpose of this licence

Provided also that the licensees may, from time to time, with the previous consent in writing of the Government of Madras and subject to such limitations and conditions as shall be prescribed in writing by the Government adopt any other system of supply for the purpose of this licence

(2) (a) The feeders, distributing mains and service lines may be overhead or underground in whole or in part, and shall be erected, constructed and maintained by the licensees in strict conformity with the Act and the rules thereunder.

(b) Where overhead mains carrying alternating current are used, due precautions shall be taken by the licensees to avoid any possible interference with the adjacent telegraph or telephone circuits due to inductive effects.

(c) For the purpose of rule 61 of the Indian Electricity Rules, 1922, the maximum wind pressure shall be taken as 20 lb. per square foot.

7. *Compulsory works.*—(a) The licensees shall lay down suitable and sufficient feeders and distributing mains and execute works to the satisfaction of the Government of Madras for the purpose of supplying electrical energy throughout such streets or parts of streets as are mentioned in the first annexure and as indicated in black on the deposited map. In the case of difference between the description in the first annexure and as indicated on the deposited map the latter shall prevail The licensees shall commence to execute the works aforesaid within fifteen months from the commencement of the licence and shall complete the same within three years thereof.

(b) If the licensees fail to comply with the above provisions or should in the opinion of the Government of Madras the progress made during any portion of the said period of three years be unsatisfactory, the licence may be revoked.

(c) The licensees shall submit reports every six months from the commencement of this licence until the completion of the compulsory works specifying all steps taken and the progress made in carrying into effect this licence

8. *Receiving station.*—The receiving station shall be outside the area of supply.

9. *Breaking up of streets and railways and crossing of waterways.*—(a) The licensees are hereby specially authorized to open and break up the soil and pavement of the streets not repairable by the Government of Madras or by the local authority and mentioned in the second annexure to this licence and also the railways or parts of railways mentioned in the said annexure so far only as concerns level crossings and parts of the railways running along the highway.

(b) The length of the trenches to be opened on any street at any one time and the period for which they may remain open shall be determined from time to time by the Government of Madras or the local authority by which such streets are repairable. When any street is crossed not more than half the width of such street shall without the specific authority in writing of the Government of Madras or the local authority as aforesaid be closed for traffic.

(c) The licensees are further authorized to cross all rivers, streams and irrigation channels within or contiguous to the area of supply in accordance with such conditions as the Government may impose.

10. *Limits of prices to be charged in respect of the supply of energy.*—The prices to be charged by the licensees for energy supplied by them shall not exceed those stated in that behalf in the third annexure or in the case of a method of charge approved by the Government of Madras in accordance with clause X of the Schedule to the Act, such maxima as the Government of Madras may fix on approving the method; nevertheless the licensees may enter into special contracts subject to sections 22 and 23 of the Act, for the supply of energy.

11. *Additions to, variations from, and exemptions from the Schedule to the Act.*—In pursuance of section 3, sub-section (2), clause (*f*) of the Act, it is hereby expressly declared that clause IX of the Schedule to the Act shall be excepted from incorporation in this licence.

12. *Revocation.*—If the licensees fail to comply with the provisions of any of the clauses hereof, the licence may be revoked.

FIRST ANNEXURE.

Compulsory Works.

List of streets or parts of streets in which the licensees are to lay down suitable and sufficient feeders and distributing mains for the purpose of supply of electrical energy.

(1) Papermills Road
(2) Siruvellur High Road.
(3) Rangashayan Nayudu Street.
(4) Fence Street.
(5) Market Street.
(6) Ballard Street.
(7) Palavoyal Road.
(8) Sundararaja Perumal Koil Street.
(9) Raghavachari Street.

SECOND ANNEXURE.

Breaking up of Streets and Railways.

List of streets not repairable by the Government of Madras or by a local authority and of railways which may be broken up in pursuance of the special powers granted by this licence :—

Streets—
Nil.

Railways—
Madras and Southern Mahratta Railway Company, Limited.

THIRD ANNEXURE.

Maximum Charges

Clause I.—Where the licensees charge any consumer by the actual quantity of energy supplied to him, they shall be entitled to charge him at the following rates :—

(a) For lighting purposes at annas eight per unit subject to a minimum monthly charge of rupees three and annas eight only.

(b) For combined lighting and fan purposes at annas five per unit subject to a minimum monthly charge of rupees four and annas six only.

(c) For other purposes than lighting and fan and subject to a monthly charge of eight rupees per K.V.A. for each K.V.A. demanded as indicated by the maximum demand indicator fixed for the purpose, plus one anna per unit of energy consumed.

(*d*) For energy required by the bazaar shops at the rate of two rupees and eight annas per kerosene per thirty watt lamp burning for not more than five hours a day.

(*e*) Should a supply of electrical energy in bulk become available at any future date from a hydro-electric or other source of supply at such rates that the rates of supply of distributed energy under this licence could be reduced the licensees shall obtain their supply from such source and shall reduce the rates specified in the above sub-clauses by amounts which shall be approved by Government.

ACQUISITION OF LANDS.

Fort St. George, September 24, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 4·87 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Cauvery-Mettur Reservoir Project, and under sections 3 and 7 of the same Act, the Special Deputy Collector, Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Bhavani, and may be inspected at any time during office hours.

Salem district, Mettur taluk,
Mulakkadu village.

	Acs.
Ryotwari, dry, S. No. 173-A, belonging to Kappana Karandan, Kaliyana Karandan, Attiyana Karandan, Kandaswami Karandan, Valaki Karandan (poojari) and Karuppa Karandan (trustee for the temple), bounded on the north by S. No. 312; east by Sambath; south by S. Nos. 173-B; west by S. No. 174	4·87

Fort St. George, September 23, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for improvements to Teki drain, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the Revenue Divisional Officer, Cocanada, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*c*) of the same Act, the Governor in Council appoints the Revenue Divisional Officer, Cocanada, to perform the functions of a Collector under section 5-A of the Act.

East Godavari district, Cocanada taluk,
Uppamilli village.

	Approximate extent. Acres.
(Arabic.)	
Enfranchised personal inam, manual wet, S. No. 66-1 part, belonging to Kanakala Narasamma, bounded on the north by S. No 66-1 part; east by S. No 65-3; south by S. No. 79; west by S. No. 66-1 part	0·07
Zamindari, jirayati, tapah wet, S. No. 65-3 part, belonging to Gutkala Ramudu and Maharaja of Pithapur, bounded on the north by S. No. 65-3 part; east by S. No. 65-4; south by S. No. 78; west by S. No. 66-1	0 09

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for digging a field bothi, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the Revenue Divisional Officer, Cocanada, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*c*) of the same Act, the Governor in Council appoints the Revenue Divisional Officer, Cocanada, to perform the functions of a Collector under section 5-A of the Act.

East Godavari district, Cocanada taluk,
Gorripudi village.

	Approximate extent. Acres.
(Arabic.)	
Zamindari, jirayati dry, S. No 124-7 A part, belonging to Yerramneedi Venkamma and Maharaja of Pithapur, bounded on the north by No 124-7 A part; east by No. 130-2 A; south by No 130-2 A part; west by No. 122	0·01
Zamindari, jirayati dry, S. No. 124-7 C part, belonging to Yerramneedi Venkamma and Maharaja of Pithapur, bounded on the north by No 124-7 B; east by No. 130-2 C; south by No 130-7 C part; west by No. 122	0·01
Zamindari, jirayati, dry, S. No. 130-2 A part, belonging Gandi Apparaja and Maharaja of Pithapur, bounded on the north by Nos 130-2 A part And 131; east by No 322; south by No. 130-2 B; west by No. 130-7 A	0 05
Zamindari, jirayati dry, S. No 130-2 C part, belonging to Gandi Apparaja and Maharaja of Pithapur, bounded on the north by No. 130-2 B, east by No. 322; south by No. 130-2 C part; west by No 130-7 C	0·04
Potter service inam, dry, S. No. 131 part, belonging to Vanapalli Mahalakshmi, bounded on the north by No 131 part, east and south by No 130, west by No. 131 part	37 sq. links.
Total ..	0 11 and 37 sq links

Fort St. George, September 26, 1929.

Under section 3 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·43 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the Mettukarichchi No 2 channel of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk,
No. 25. Veppankulam village.

	Acres.
Government, manavari, T.S No 135-1 B, belonging to 369. Vellaswamimalikondar, bounded on the north and east by No. 135-2 C; south by No 135-3 A; west by Nos. 135-3 A and 135-5 B ..	0 01
Government, manavari, T.S No 135-1 C, belonging to 369. Vellaswamimalikondar, bounded on the north by No. 135-1 A; east by No 135-2 B; south by No 135-3 B; west by No 135-1 B	0·08
Government, manavari, T.S. No. 135-2 B, belonging to 99. Ramaswamimalikondar, bounded on the north by No. 135-3 A; east by No. 134-1 B, south by No. 135-2 C & 3 B, west by No. 135-1 C ..	0 32
Government, dry, T.S. No 134-4 B belonging to 36. Palaniyppalalingaram, Palaniappan, guardian to minor Muthiappan and Samiyya, bounded on the north by No. 134-4 A, east by No 34, Mettur kurichi; south by No. 134-4 C, west by No. 135-2 B	0·21
Total ..	0 46

Fort St. George, September 25, 1923.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land mentioned below and measuring 1·75 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Bhavani, and may be inspected at any time during office hours.

Salem district, Mettur taluk,
Mulakkadu village.

(S. No. 276, Tulavadi Nattam.)

	Acs.
House No. 1, belonging to Kurappa Reddi, Gangi Reddi, Sannayya Reddi and Ellamma Reddi, bounded on the north, east and south by vacant site; west by house No 2 ..	0·00
House No 2, belonging to S Sankayya Reddi, bounded on the north by vacant site, east by house No. 1; south by vacant site and house No 3; west by S No 280	0·02
House No. 3, belonging to S. Sivayya Reddi, bounded on the north by house No. 2; east by house No. 4; south by house No. 15; west by S. No 280	0·02
House No. 4, belonging to S. Sannayya Reddi, bounded on the north by vacant site; east by house No 5; south by house No. 6; west by house No. 3	0·04
House No. 5, belonging to S. Sannayya Reddi, bounded on the north, east and south by vacant site; west by house No. 4	Included in house No. 4.
House No. 6, belonging to S. Sannayya Reddi, bounded on the north by house No. 4, east by vacant site; south by house No. 7; west by vacant site	Included in house No. 4.
House No. 7, belonging to same as house No 1, bounded on the north by house No. 6 and vacant site, east by house No 11 and vacant site; south and west by vacant site ..	0·01
House No. 8, belonging to K. Thiruvachasa Chetti, bounded on the north by vacant site; east by house No. 9, south by house No 10; west by vacant site	0·02
House No. 9, belonging to K. Ohlli Chetti, bounded on the north, east and south by vacant site; west by house No. 8	0·03
House No. 10, belonging to T. Boli Chetti, bounded on the north by house No. 8, east, south and west by vacant site	0·03
House No. 11, belonging to T. Boli Chetti, bounded on the north by vacant site; east by house No. 12; south by house No. 78, west by vacant site and house No. 7	0·03
House No. 12, belonging to K. Venkatappa Chetti, bounded on the north by house No. 10; east and south by vacant site; west by house No. 11	0·01
House No. 13, belonging to T. Rami Reddi and K. Nallappa Reddi, bounded on the north, east and south by vacant site; west by house No. 14	0·01
House No 14, belonging to same as house No. 1, bounded on the north by house No 13 and vacant site; east by house No. 15; south by house No. 15 and vacant site; west by vacant site	0·01
House No. 15, belonging to T. Rami Reddi, bounded on the north by house No. 3, east by vacant site, south by vacant site and house No. 14; west by S No. 280	0·01
House No 16, belonging to V. Ramakkal, bounded on the north by vacant site and house No. 14; east and south by vacant site; west by S No. 280	0·01
House No 17, belonging to K. Kon Reddi, bounded on the north by vacant site, east by house No. 78; south by house No. 18; west by vacant site	0·04
House No. 18, belonging to K. Veerabadra Chetti, bounded on the north by house No. 17; east by vacant site; south by house No. 24; west by house No. 26	0·04
House No. 19, belonging to K. Thiruvenkata Chetti, bounded on the north by house No. 77; east by house No 15; south by vacant site; west by house No 24	Acs. Included in house No 18.
House No. 20, belonging to K. Venkatamma, bounded on the north by vacant site, east by house No. 15, south by vacant site; west by S. No 280	0·01
House No. 21, belonging to K. Veerappa Kavandan, bounded on the north by vacant site; east by house No. 24; south by house Nos. 22 and 23, west by vacant site ..	0 01
House No 22, belonging to K Jangal Reddi and Savandappa Chetti, bounded on the north by house No. 21, east by house No. 23; south and west by vacant site	0·04
House No. 23, belonging to S. Palani Kavandan, bounded on the north by house No 21; east and south by vacant site; west by house No 22	0 05
House No. 24, belonging to S Palani Kavandan, bounded on the north by house No. 18; east by house No 19; south by vacant site; west by house No. 21	Included in house No. 23.
House No. 25, belonging to S. Deva Reddi, bounded on the north by house Nos 19 and 76, east by vacant site; south by house No. 26, west by vacant site	0·03
House No. 26, belonging to S. Deva Reddi, bounded on the north by house No. 25; east south and west by vacant site	Included in house No. 25.
House No 27, belonging to N. Sinnappa Reddi, bounded on the north by vacant site, east by house No 31; south by house No. 30; west by vacant site	0·02
House No 28, belonging to K Sinnakkal, bounded on the north by vacant site; east by house No. 29, south and west by S.V. No. 279	0·01
House No. 29, belonging to K Mapi Reddi and S. Rami Reddi (mortgagee), bounded on the north by vacant site, east by house No. 34, south by house No. 23; west by house No. 28	0 04
House No 30, belonging to K Nallappa Reddi, bounded on the north by house No. 27, east by house No 31 and vacant site; south and west by vacant site	Included in house No. 29
House No. 31, belonging to S. Gangi Reddi and S. Jangama Reddi, bounded on the north and east by vacant site; south by house No. 32; west by house Nos. 30 and 27	0·03
House No. 32, belonging to S. Gangi Reddi and S. Jangama Reddi, bounded on the north by vacant site and house No. 31; east, south and west by vacant site	Included in house No. 31.
House No. 33, belonging to M. Kullammal, bounded on the north and east by vacant site; south by house Nos. 39 and 38; west by vacant site	0 07
House No. 34, belonging to M. Kullammal, bounded on the north, east and south by vacant site; west by house No. 29	Included in house No. 33.
House No. 35, belonging to K. Arthonari Asari, bounded on the north by house No. 36, east by vacant site; south by house No. 37 and vacant site; west by vacant site	0·03
House No. 36, belonging to K Lyasammal, bounded on the north by house No. 33; east by house No 39; south by house No. 35; west by house No. 34	0·01
House No. 37, belonging to P. Ammasami, bounded on the north, east and south by vacant site; west by vacant site and house No. 35	0·05
House No. 38, belonging to K. Irusammal, bounded on the north, east, south and west by vacant sites	0·05
House No 39, belonging to K. Irusammal, bounded on the north by house No. 33; east and south by vacant site; west by house No. 38 and vacant site	0·03
House No 40, belonging to J. Jangal Reddi and K Nallappa Reddi, bounded on the north by house No. 43, east by vacant site; south by house Nos. 41 and 42, west by vacant site ..	0·05
House Nos. 41 and 42, belonging to J. Jangal Reddi, Garavi Reddi and Kooji Reddi, bounded on the north by house No. 40; east by house No. 43, south by house No. 50; west by vacant site	0·03

	Acs.
House No 43, belonging to J Jangal Reddi and K Nallappa Reddi, bounded on the north by vacant site; east by house No 42 and vacant site; south by house No. 40; west by vacant site	Included in house No. 40
House No. 44, belonging to L. Kappayi Ammal, bounded on the north by vacant site and house No. 45; east by house No. 40; south and west by vacant site	0·01
House No. 45, belonging to M. Muthu Kavandan, bounded on the north by vacant site; east by house No. 36; south by house No. 46; west by house No. 43 ..	0·03
House No. 46, belonging to M. Muthu Kavandan, bounded on the north by house No 45; east by house No. 36 and vacant site; south by house No 37; east by house No. 44.	0·03
House No. 47, belonging to M Muthu Kavandan, bounded on the north by house No 48 and vacant site; east, south and west by vacant site	Included in house No. 45
House No. 48, belonging to P. Rama Kavandan, bounded on the north, east and south by vacant site; west by house No 49	0·04
House No. 49, belonging to P. Rama Kavandan, bounded on the north by vacant site, east by house No 48; south by vacant site; west by house No. 42	Included in house No. 48
House No 50, belonging to S. Irusammal, bounded on the north by house No. 42, east and south by vacant site, west by house No. 51 and vacant site	0·06
House No. 51, belonging to K. Olagappan Asari, bounded on the north by vacant site; east by house No 52; south and west by vacant site	0·04
House No. 52, belonging to E. Muna Kavandan and S. Palani Kavandan, bounded on the north, east and south by vacant sites; west by house No 51	0·06
House No 53, belonging to K. Narasa Vannan, bounded on the north by house No 57; east, south and west by vacant sites	0·04
House No 54, belonging to K. Narasa Vannan, bounded on the north by house No. 55; east and south by vacant sites; west by house No. 57	Included in house No. 53
House No 55, belonging to G Kullama Reddi and G. Rami Reddi, bounded on the north and east by vacant site; south by house No 56; west by vacant site	0 05
House No. 56, belonging to G Kullama Reddi and G. Rami Reddi, bounded on the north by house No. 55; east and south by vacant site; west by house Nos. 45 and 46	Included in house No. 55.
House No. 57, belonging to J. Kunji Reddi, bounded on the north by vacant site; east by house No. 54; south by house No 61; west by vacant site	0·03
House No. 58, belonging to S Ramaswami Kavandan, bounded on the north by vacant site, east by house No. 60; south by house No. 54, west by vacant site	0 04
House No. 59, belonging to P. Palaniswami Asari and Arthanari Asari, bounded on the north, east, south and west by vacant sites ..	0·04
House No. 60, belonging to K. Arthanari Chetti bounded on the north by house No. 61; east and south by vacant site; west by house No. 59	0·04
House No 61, belonging to P. Rama Kavandan, bounded on the north by S. No. 277; east, south and west by vacant sites	0 01
House No. 62, belonging to P. Kuppu Kavandan and Dasa Chetti (mortgagee), bounded on the north by S No. 277, east, south and west by vacant sites	0·01
House No. 69, belonging to K. Dasa Chetti, bounded on the north and east by S. No. 277; south by vacant site; west by house No 70.	0 06
House No. 70, belonging to K. Dasa Chetti, bounded on the north by vacant site; east by house No. 69; south by house No. 71; west by vacant site	Included in house No. 69.
House No. 71, belonging to S. Perumal Chetti and Parattiya Chetti (mortgagee), bounded on the north by house No. 70; east by vacant site; south by house No. 72; west by vacant site	0·05

	Acs.
House No. 72, belonging to Vinayagar temple, Pujari Veerappa Kavandan, trustee Sunnayya Reddi, bounded on the north by S No. 277; east, south and west by vacant sites ..	0 02
House No 73, belonging to S. Sreeranga Chetti and M Pathi Reddi (mortgagee), bounded on the north by house No. 71; east and south by vacant sites; west by house No. 74 ..	0·03
House No. 74, belonging to S Madayya Chetti, bounded on the north, east and south by vacant site; west by house No 15	0 03
House No. 75, belonging to S Madayya Chetti, bounded on the north by house No. 77; east by house No. 71, south by house No. 26, west by house No. 16	Included in house No 74.
House No. 76, belonging to M. Onni Chetti, bounded on the north by vacant site, east by house No. 72, south by house No. 75, west by house Nos 77 and 78	0·06
House No 77, belonging to P Mari Chetti, P. Perumal Chetti and P. Madayya Chetti, bounded on the north by house No 78, east by house No. 76; south by house Nos. 74 and 75, west by vacant site	0·03
House No. 78, belonging to P. Mari Chetti, P. Perumal Chetti and P. Madayya Chetti, bounded on the north by house No 11; east by House No 76; south by house No. 77; west by house No. 17	Included in house No. 77.
Total ..	1·76

Fort St. George, September 24, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 10·27 acres, be the same a little more or less, is needed for a public purpose, to wit, for the canal system, Cauvery-Mettur project, and under sections 3 and 7 of the same Act, the Special Deputy Collector No. I, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. I, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk, Inam Turavikkadu village.

Pudupatnam Branch Channel.

	Acs.
Inam, virudi nanjai (manavari), E. No and subdivision No. 33-2, kudikkandaram of Co. Pakkiri Tevan, of Pichai Tevan, Somavana Tevan, Kuppammal and Vadivalagu, athidar Pottayi, bounded on the north and east by inam lands; south by No. 33-5; west by No. 33-1	0·13
Inam, virudi nanjai (manavari), E. No. and subdivision No 33-6, kudikkandiram of Swami Tevan and m. Katha Tevan, bounded on the north by No 33-5; east by No. 32-5; south by No. 33-6; west by No. 33-1	0 39
Inam, virudi nanjai (manavari), E No. and subdivision No. 33-4, kudikkandar, Raman Pariyari, bounded on the north by No. 33-3; east by No. 33-7; south by No. 33-9; west by No. 33-1 ..	0·43
Inam, virudi punjai, dry, E. No. and subdivision No. 33-3, kudikkandiar Raman Pariyan, bounded on the north by No 33-2 and inam lands; east by Nos. 34-1 and 33-5, south by No. 33-7, west by No. 33-3	0·25
Inam, virudi punjai, dry, E. No. and subdivision No 33-5, kudikkandars of. Swami Tevan and m. Katha Tevan, bounded on the north by No. 33-5; east by No. 34-2, south by No. 33-6; west by No 33-5 & 7	0 02
Inam, virudi punjai, dry, E. No and subdivisions No. 33-7, kudikkandiars of. Swami Tevan and m. Katha Tevan, bounded on the north by No 33-6 & 5; east by No. 33-8 & 6; south by No. 33-9, west by No. 33-4	0 27
Inam, virudi punjai, dry, E. No and subdivision No. 33-8, kudikkandiram same as for No. 33-7, athidar Pottayi, bounded on the north by No 33-6; east by No. 34-3; south by No. 33-9, west by No. 33-7 & 9	0 06

	Acs.
Inam, viradi punjai, dry, B No. and subdivision No 34-1, had khandar Ramaa Pariyan, bounded on the north by inam lands; east by No. 34-3, south by No. 34-2; west by No. 33-2	0 19
Inam, viradi punjai, dry, B No. and subdivision No. 34-2, kudikhandars of. Swami Tevan and of Kutha Tevan, bounded on the north by No. 34-1; east by No 34-6 & 7; south by No 34-3 & 4; west by No 33-2	0-13
Inam, viradi punjai, dry, B No. and subdivision No. 34-3, kudikhandars same as for No 33-2, situate Pottiyi, bounded on the north by No. 34-1; east by No 34-5, south by No. 34-4, west by No. 33-4	0-16
Inam, viradi punjai, dry, B. No. and subdivision No 34-4, kudikhandar Morugappa Tevan, othidar Kuppan Ambalagaran, bounded on the north by No. 34-2; east by No. 34-7, 9 & 10; south by inam lands; west by No. 34-3 & 4	0-22
Inam, periyamanai punjai, dry, B No. and subdivision No. 34-5, kudikhandar Co. of. Swami Tevan, bounded on the north and east by inam lands; south by No 34-7; west by No. 34-1 & 2.	0-06
Inam, swarnbaga periyamanai punjai, dry, B. No. and subdivision No. 34-7, iruvarandar N. Syed Kasim Sahib, othidars Srinivasa Tevan, Kuppiamal and Vadivalgi, bounded on the north by No. 34-3 and inam lands, east by No. 34-8; south by No. 34-9; west by No. 34-2 & 5	0-66
Inam, swarnbaga periyamanai punjai, dry, B. No. and subdivision No. 34-8, iruvarandar N. Syed Kasim Sahib, othidar o. Co. Pakkiri Tevan, bounded on the north by inam lands; east by No. 34-1; south by No. 34-10; west by No. 34-7 & 9.	0-07
Inam, swarnbaga periyamanai punjai, dry, B No and subdivision No 34-9, iruvarandars mamoon Ananna, Panjan and Kuppan by guardian Karuppi, bounded on the north by No. 34-7; east by No. 34-8; south by No. 34-12; west by No. 34-5	0 49
Inam, swarnbaga periyamanai punjai, dry, B. No. and subdivision No 34-10, iruvarandar g. o Co. Sellappa Chetti, mortgagee minor Chellappan by guardian Nallalagi Ashi, bounded on the north by No. 34-8 & 9, east by No. 34-5; south by inam lands; west by No 34-6	0 41
Inam, swarnbaga periyamanai punjai, dry, B. No. and subdivision No. 34-1, iruvarandar N Syed Karim Sahib, othidar o. Co. Pakkiri Tevan, bounded on the north by inam lands, east by No. 35-1, west by No 34-8.	0-33
Inam, swarnbaga periyamanai punjai, dry, B No. and subdivision No. 34-2, iruvarandar o. o Co. Chellappa Chetti, mortgagee minor Chellappan by guardian Nallalagi Ashi, bounded on the north by No. 35-1; east by No. 35-3, south by inam lands; west by No. 34-10	0-11
Inam, otladi punjai, dry, B. No. and subdivision No. 34-4, kudikhandar Athai guardian to minors Ayyavu and Alamikam, bounded on the north by inam lands; east by No. 35-5, south by No. 35-0; west by No. 35-2	0-14
Inam, otladi punjai, dry, B. No. and subdivision Not 35-2, kudikhandars same as for No 33-2, bounded on the north by inam lands, east by No. 35-3, south by Nos. 35-6 & 7, west by No 34-4 ..	0-20
Inam, otladi punjai, dry, B. No. and subdivision No. 35-3, kudikhandar of. Sami Tevan, bounded on the north by No. 35-4 & 5; east by No. 35-7; south by inam lands; west by No. 35-3 ..	0-21
Inam, otladi punjai dry, B. No. and subdivision No. 35-7, kudikhandar Co. Chinnaki Tevan, bounded on the north by No. 35-1 & 3; east and south by inam lands; west by No 35-9	0-19
Inam, otladi punjai, dry, B. No. and subdivision No. 35-8, kudikhandars of. Udayer Tevan and of. of. Vellai Tevan, bounded on the north by inam lands and No 35-10; east by No. 35-3 & 11; south by No 35-7; west by No 35-5	0-34 and 200 sq. links.
Inam, otladi punjai, dry, B. No. and subdivision No 35-9, kudikhandar of of. Vellai Tevan, bounded on the north by No. 35-11; west by No. 35-14 & 3	0-16
Inam, otladi punjai, dry, B No. and subdivision No 35-10, kudikhandar Paliyi, bounded on the north by inam lands; east by No. 35-12; south by No. 35-11, & 12; west by No. 35-9	0-27
Inam, otladi punjai dry, B. No. and subdivision No. 35-11, kudikhandar o. Co. Pakkiri Tevan, bounded on the north by No. 35-9 & 10; east by No. 35-12, south by inam lands; west by No. 35-8	0 19

	Acs.
Inam, otladi punjai, dry, B. No. and subdivision No. 35-12, kudikhandar of Pichai Tevan, bounded on the north by No. 35-10 & 11; east and south by inam lands, west by No. 35-11 .	0 01
Inam otladi punjai, dry, B. No. and subdivision No. 35-13, kudikhandar of Pallamuppa Tevan, bounded on the north by inam lands; east by No. 35-1; south by inam lands and No. 35-12, west by No. 35-10	0-31
Inam, otladi punjai, dry, B No. and subdivision No. 35-14, kudikhandar of of. Vellai Tevan, bounded on the north by inam lands; east by No. 34-9, south by No. 35-5; west by inam lands ..	100 sq. links.
Inam, otladi punjai, dry, B No. and subdivision No. 35-1, kudikhandar of. Pallamuppa Tevan, bounded on the north by inam lands; east by No 35-2 & 5; south by inam lands, west by No. 35-13	0-13
Inam, otladi punjai, dry B. No and subdivision No. 35-2, kudikhandar Mariathai Ammal, bounded on the north by inam lands; east by No. 35-3; south by No. 35-5; west by No. 35-1 ..	0-03
Inam, otladi punjai, dry, B. No. and subdivision No. 35-3, kudikhandars Dara Bivi Ammal and minor Bappu Sahib by guardian Dastagir Sahib Bylim, bounded on the north by inam lands; east by No. 35-4; south by No. 35-5, west by No. 35-2 .	0-14
Inam, otladi punjai, dry, B No. and subdivision No. 35-4, kudikhandars Gowsa Sahib, Naina alias Mohidin Sahib, Jail Bivi Ammal Jeran Bivi Ammal, and Elai Bivi Ammal, bounded on the north by inam lands, east by No. 35-5, south by No. 35-5; west by No. 35-3	0-19
Inam, otladi punjai, dry, B. No. and subdivision No 35-5, kudikhandars of Muthusami Tevan, of. Kutha Tevan and Valavar Tevan, othidar Muhammadu Bivi Ammal, bounded on the north by No. 35-2, 3 & 4; east by No. 35-6; south by inam lands; west by No. 35-1	0 34
Inam, mavadi punjai, dry, B No. and subdivision No. 35-6, kudikhandar Pichai Tevan, bounded on the north by inam lands, east by No. 35-2, south by No. 35-7 & 8 and inam lands; west by Nos. 35-5 & 9	0 52
Inam, mavadi punjai, dry, B No and subdivision No 35-7, kudikhandar Pakiri, bounded on the north by No. 35-3, east by No 35-6; south and west by inam lands	200 sq. links.
Inam, mavadi punjai, dry, B No. and subdivision No 35-8, kudikhandar of Muri Tevan, bounded on the north by No. 35-5; east by No. 35-3; south by inam lands; west by No. 35-7 and inam lands	0-19 and 200 sq. links.
Inam, mavadi punjai, dry, B. No. and subdivision No. 35-9, kudikhandar Kandappa Chetti, bounded on the north by inam lands; east by No. 35-10, 11 & 12; south by inam lands; west by No. 35-6 & 8	0-21
Inam, mavadi punjai, dry, B. No. and subdivision No. 35-11, iruvarandar of. Vellai Tevan, mortgagee minor Chellappan by guardian Nallalagi Ashi, bounded on the north by No. 35-10 and inam lands; east by inam lands, south by No. 35-12 & 13; west by No. 35-9	0 19
Inam, swapanga punjai, dry, B. No. and subdivision No. 35-12, iruvarandar Subba Tevan, bounded on the north by No. 31-11; east by No. 35-13, south by inam lands, west by No. 35-9 and inam lands.	0-17
Inam, swapanga punjai, dry, B. No and subdivision No. 35-13, iruvarandar of. Mari Tevan, bounded on the north by No. 35-11 and inam lands; east by No. 37-41, south by inam lands; west by No. 35-12	0-21
Inam, swipanga punjai, dry, B. No. and subdivision No. 37-1, iruvarandar of Mari Tevan, bounded on the north by inam lands; east by No. 37-2 & 3, south by inam lands, west by No. 35-13 ..	0-20
Inam, kunthadi punjai, dry, B. No. and subdivision No. 37-2, iruvarandar Gothbi Sahib, othidar Arunuga Tevan, bounded on the north by inam lands; east by No. 37-4; south by No. 37-5; west by No. 37-1	0-19
Inam, koopishankaljai, dry, B No. and subdivision No. 37-3, iruvarandar Ramulu Sahib, mortgagee Kandappa Chetti, bounded on the north by inam lands, east by No. 37-5, 7 & 8; south by No. 37-12 and inam lands; west by No. 37-4 ..	0-35 and 200 sq. links.

	Acs.
Inam, amarabaga punjai, dry, S. No. and subdivision No. 37-6, ruvvarundar Chellappa Tevan, bounded on the north and east by inam lands; south by No. 37-7; west by No. 37-5	0·08
Inam, amarabaga punjai, dry, S. No. and subdivision No. 37-7 ruvvarundar minor Chellappan by guardian Nallathgi Asbi, bounded on the north by No. 37-6; east by inam lands, south by No. 37-8; west by No. 37-6	0·36
Inam, amarabaga punjai dry, S. No. and subdivision No. 37-8, ruvvarundar Ravanna Sahib, bounded on the north by No. 37-7, east and south by No. 37-6; west by No. 37-4	0·16
Inam, amarabaga punjai, dry, S. No. and subdivision No. 37-9, ruvvarundar Chellappa Tevan, bounded on the north by No. 37-7 & 8 and inam lands, east by inam lands, south by No. 37-10; west by No. 37-6 & 13 and inam lands	0·50
Inam, amarabaga punjai, dry, S. No. and subdivision No. 37-10, ruvvarundar Ismil Sharif Sahib, bounded on the north by No. 37-9, east by Panvanai; south by No 37-13; west by inam lands	0·40
Inam, amarabaga punjai, dry, S. No. and subdivision No. 37-11, ruvvarundars same as for No. 38-4, bounded on the north by No. 37-10; east by Panvanai; south and west by inam lands ..	0·40
Inam, boppikankollai, dry, S. No. and subdivision No. 37-12, ruvvarundar Ismil Sahib, bounded on the north by No. 37-5, east by No. 37-6; south and west by inam lands	240 sq. links.
Total ..	10·27

Malvarundar for S. Nos. 33-2, to 33-6, 34-3 to 34-6, 35-4 to 35-14, 36-1 to 36-6 and 37-5—Minor Chellappa by guardian Nallathgi Asbi, ors. Mothamal Tevan and Ayder Sahib.

Fort St. George, September 25, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 9·99 acres, be the same a little more or less, is needed for a public purpose, to wit, for Krishnapuram channel of the Cauvery-Mettur Project and under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk,
Zamin Alivetti village.

	Acs.
Vadamugham thangikadu punjai, zamin, dry, puimash No. 1168, S. No. 17, kudiyiramdars R. Adimathu Ammabi, R. Jambulinga Kardian, M. Ramayya Varadiriyan, C. Varimuthu Varadiriyan, C. Ummyathi Varadiriyan, C. Ras Varadiriyan, C. Chidambara Vandaiyan, R. Muruga pan Varadiriyan, R. Govinda Varadiriyan and Veerappa Varadiriyan, minor Rajappan, guardian Vinayatha Vandaiyan, Vinayatha Vandaiyan, zamindar of Madakkur, bounded on the north by S. No. 16 and zamin, dry; east by zamin, dry; south by S. No 18 and zamin, dry; west by zamin, dry	0·75
Vadamugham thangikadu punjai, zamin, dry, puimash No. 1166, S. No. 18, kudiyiramdars same as S. No. 17, bounded on the north by zamin, dry; east by S. No. 17; south by zamin, dry; west by S. No. 19	0·95
Vadamugham thangikadu punjai, zamin, dry, puimash No. 1166, S. No. 19, kudiyiramdar P. V. D. F. R. V. K. Ramaswami Chettiyar, zamindar of Madakkur, bounded on the north by zamin, dry, east by S. No. 18; south by zamin, dry; west by S. No. 20	1·27
Vadamugham thangikadu punjai, zamin, dry, puimash No. 1166, T.S. No 20-1, kudiyiramdar P. V. D. F. R. V. K. Ramaswami Chettiyar, zamindar of Madakkur, bounded on the north by S. No. 19 and zamin, dry, east by zamin dry; south by zamin, dry and S. No. 20; west by zamin, dry.	0·33

	Acs.
Mamadi punjai, zamin, dry, puimash No. 1167, T.S. No. 20-2, kudiyiramdar Adimathu Sendapuliyan, bounded on the north by S. No 20-1, east by zamin, dry; south by S. No. 21; west by zamin, dry	0·50
Mavadi punjai, zamin, dry, puimash No. 1167, S. No 21, kudiyiramdar R. Virappa Velan, bounded on the north by S. No 20, east by zamin, dry; south by S. No. 22; west by zamin, dry ..	0·93
Mavadi punjai, zamin, dry, puimash No 1167, T.S. No 22-1, kudiyiramdar R. Vinappa Velan, bounded on the north by S. No 21-2, east by zamin, dry, south by S. No 22-2, west by zamin, dry ..	0·70
Mavadi punjai, zamin, dry, puimash No. 1167, T.S. No 22-2, kudiyiramdar Kuppuswami Varadiriyan, bounded on the north by S. No. 22-1; east by zamin, dry; south by S. No. 22-3; west by zamin, dry	0·17
Vadugan punjai, zamin, dry, puimash No 1165, T.S. No. 22-3, kudiyiramdar P. V. D. F. R. V. K. Ramaswami Chettiyar, bounded on the north by S. No 22-2; east by zamin, dry, south by S. No. 22-4; west by zamin, dry	0·15
Vadugan punjai, zamin, dry, puimash No. 1165, T.S. No. 22-4, kudiyiramdar R. Muruga pa Varadiriyan, bounded on the south by S. No 22-3; east by zamin, dry, south by S. No. 23; west by zamin dry	0·20
Vadugan punjai, zamin, dry, puimash No. 1165, T.S. No. 23-1, kudiyiramdar R. Muruga pa Varadiriyan, bounded on the north by S. No. 22-4; east by zamin, dry, south by S. No. 23-2; west by zamin, dry	0·02
Vadugan punjai, zamin, dry, puimash No 1165, T.S. No. 23-2, kudiyiramdar R. Vinayatha Varadiriyan, bounded on the north by S. No 23-1, east by zamin, dry; south by S. No. 23-3; west by zamin, dry	0·23
Vadugan punjai, zamin, dry, puimash No. 1165, T.S. No 23-3, kudiyiramdar R. Govinda Varadiriyan, bounded on the north by S. No 23-2, east by zamin, dry; south by S. No. 23-4; west by zamin, dry	0·02
Vadugan punjai, zamin, dry, puimash No 1165, T.S. No. 23-4, kudiyiramdar minor Rajappa Varadiriyan by guardian Vinayathi Varadiriyan, bounded on the south by S. No. 23-3; east by zamin, dry; south by S. No 23-5; west by zamin, dry	0·20
Alagathori punjai, zamin, dry, puimash No. 1167, T.S. No. 23-5, kudiyiramdar M Ramayya Kalvar, bounded on the north by S. No. 23-4; east by S. No 23-6, south and west by zamin, dry ..	0·02
Vettikkadu punjai, zamin, dry, puimash No. 1175, T.S. No. 23-6, kudiyiramdar R. Arunachala Vandiriyan, bounded on the north by S No. 23-4, east by zamin dry, south by S. No 23-1, west by S. No. 23-6 and zamin, dry	0·52
Vettikkadu punjai, zamin, dry, puimash No 1158, T.S. No. 23-7, kudiyiramdar P. Sahapathi Pillai, bounded on the north by S. No. 23-6, east by zamin, dry; south by S. No. 24-1, west by zamin, dry	0·15
Vettikkadu punjai, zamin, dry, puimash No. 1158, T.S, No 24-1, kudiyiramdar P. Sahapathi Pillai, bounded on the south by S. No 23-7; east by zamin, dry; south by S. No. 24-2 & 3; west by zamin, dry	0·61
Vettikkadu punjai, zamin, dry, puimash No. 1158, T.S. No. 24-2, kudiyiramdar N. Chidambara Vandiriyan bounded on the north by S No 24-1; east by S. No. 24-3; south and west by zamin, dry	0·15
Vettikkadu punjai, zamin, dry, puimash No. 1158, T.S. No. 24-3, P. Sahapathi Pillai, bounded on the north by S. No. 24-1, east by zamin, dry, south by S No 25-1; west by S. No. 24-2 and zamin, dry	0·60
Vettikkadu punjai, zamin, dry, puimash No. 1158, T.S No. 25-1, kudiyiramdar C. Sahapathi Pillai bounded on the south by S. No 24-3; east by zamin, dry, south by S. No. 25-2; west by zamin, dry	0·12;
Vettikkadu punjai, zamin, dry, puimash No. 1158, T.S. No 25-2, kudiyiramdar Ramaswami Vandiyan and Veerappa Vandiyan, bounded on the north by S. No. 25-1; east by S. No. 25-5 and zamin, dry, south by S. No 25-3 & 5 and zamin, dry; west by zamin, dry	0·18
Vettikkadu punjai, zamin, dry, puimash No. 1159, T.S. No. 25-3, kudiyiramdars minor Chidambaram and Vadugan by guardian Kalimuthu, bounded on the south by S. No 25-2, east by S. No 25-4 and; south by S. No. 25-4 and zamin, dry; west by zamin, dry	0·05

		Area.
Vettikkada punjai, nanja, dry, patnam No. 1159, T.S. No. 25-4, Sadivarandar Chidambara Vandiriyan, Ramaswami Vandiriyan and Meikka Vandiriyan, bounded on the north by S. No. 25-3; east by S. No. 25-5; south by S. No. 26-1; west by nanja, dry	.. ..	0·03
Vettikkada punjai nanja, dry, patnam No. 1159, T.S. No. 25-5, Sadivarandar Chinnian alias Vaduga Vandiriyan, bounded on the north by S. No. 25-1 and nanja, dry; east by nanja, dry, south by S. No. 25-2, west by nanja, dry and S. No. 24-3	.. ..	1·07
Vettikkada punjai, nanja, dry, patnam No. 1159, T.S. No. 26-1, Sadivarandar Chinnian alias Vaduga Vandiriyan, bounded on the north by S. No. 26-5, east by nanja, dry, south by nanja, dry and S. No. 26-2, west by S. No. 26-3	.. ..	0·01
Vettikkada punjai, nanja, dry, patnam No. 1159, T.S. No. 26-2, had narandita Chidambara Vandiriyan, Ramaswami Vandiriyan and Meikka Vandiriyan, bounded on the north by S. Nos. 25-4 and 26-1, east by S. No. 25-4 and nanja, dry; south by S. No. 26-3, west by nanja, dry	.. ..	0·35
Vettikkada punjai, nanja, dry, patnam No. 1159, T.S. No. 26-3, Sadivarandar Vaduga Vandiyan, bounded on the north by S. No. 26-2, east by nanja, dry, south by S. No. 24-1 & 2, west by nanja, dry	.. ..	0·66
Vettikkada punjai, nanja, dry, patnam No. 1159, T.S. No. 26-4, Sadivarandar Chidambara Vandiriyan and Ramaswami Vandiriyan, bounded on the north by S. No. 25-3, east by S. No. 25-3 & b, south by S. No. 26-5; west by nanja dry ..		0·09
Vettikkada punjai, nanja, dry, patnam No. 1159, T.S. No. 26-5, Sadivarandar Vaduga Vandiriyan, bounded on the north by S. Nos. 25-3 & 4; east by nanja dry, south by S. No. 26-6; west by nanja, dry		0·22
Sarakkal punjai, nanja, dry, patnam No. 1151, T.S. No. 26-6, Sadivarandar K. Ramaswami Vandiriyan, bounded on the north by S. No. 26-5; east, south and west by nanja, dry		0·35
	Total ..	3·63

NOTE.—Malvaramdars for S. Nos. 17, 18, 19 and 20/1 — P. V. D. P. R. V. R. Ramaswami Chettiyar of Paduvayal and M/s. Raj K. Rajakkanna alias Sevoy Vijaya Raghunatha Balaji Kanagarathna Gopalar Avargal, Zamindar of Mudukkur. Malvaramdar for all other fields—P. V. D. P. R. V. R. Ramaswami Chettiyar of Paduvayal.

Fort St. George, September 24, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the improvements to the Ayyavayyanar, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the Revenue Divisional Officer, Mayavaram, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*c*) of the same Act, the Governor in Council appoints the Revenue Divisional Officer, Mayavaram, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Mayavaram taluk,
No. 68. Semangalam village.

	Approximate extent. Acs.
(Arable.)	
Government, dry, No. 39-1 part, belonging to K. Sambasiva Ayyar, bounded on the north by No. 39-1 part; east by No. 39-14 part; south by No. 40; west by V. No. 68 Alavoli, and No. 35 ..	0·21
Government, dry, No. 39-2 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No. 39-2 part; east by No. 39-3 part; south by No. 40; west by No. 39-14 part ..	0·03
Government, dry, No. 39-3 part, belonging to K. Srinivasa Ayyar, bounded on the north by No. 39-3 part, east by No. 39-4 part, south by No. 40; west by No. 39-2 part	0·03
Government, dry, No. 39-4 part, belonging to K. Srinivasa Ayyar, bounded on the north by No. 39-4 part; east by No. 39-5 part; south by No. 40, west by No. 39-3 part	0·03
Government, dry, No. 39-5 part, belonging to K. Sreenivasa Ayyar, bounded on the north by No. 39-5 part, east by No. 39-6 part; south by No. 40, west by No. 39-4 part	0·03
Government, dry, No. 39-6 part, belonging to K. Srinivasa Ayyar, K. Narayanaswami Ayyar, Ganesa, Ayyar minors Kanakkuppathara and Sankaran by guardian mother Alamelu, bounded on the north by No. 39-6 part; east by No. 39-9 part; south by No. 40, west by No. 39-5 part.	0·04
Government, dry, No. 39-9 part, belonging to Sivasamanatha Ayyar, bounded on the north by No. 39-9 part; east by No. 39-14 part; south by No. 40; west by No. 39-6 part	0·03
Government, dry, No. 39-13 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No. 39-10 part; east by No. 39-13 part; south by No. 40, west by No. 39-9 part..	0·03
Government, dry, No. 39-13 part, belonging to N. Srinivasa Ayyar and Narayanaswami Ayyar represented by managing member N. Srinivasa Ayyar, bounded on the north by No. 39-13 part, east by No. 39-12 part, south by No. 40; west by No. 39-10 part	0·04
Government, dry, No. 39-42 part, belonging to S. R. Rajagopala Ayyar, bounded on the north by No. 39-12 part; east by No. 41-1 part; south by No. 40; west by No. 39-12 part	0·01
Government, dry, No. 39-14 part, belonging to S. Krishnaswami Ayyar, bounded on the north by No. 39-14 part, east by No. 39-2 part, south by No. 40, west by No. 39-1 part..	0·09
Government, dry, No. 41-1 part, belonging to Narayanaswami Ayyar, Venkata Ayyar, Nataraja Ayyar, Srinivasa Ayyar and Ammani Ayyar, bounded on the north by No. 41-1 part; east by No. 41-2 part, south by No. 339; west by No. 39-6 part and 40	0·13
Government, dry, No. 41-2 part, belonging to Venkatarama Ayyar, Nataraja Mudali and Narayanaswami Ayyar, bounded on the north by No. 41-2 part; east by No. 41-5 part; south by No. 339; west by No. 41-1 part	0·08
(Waste.)	
Government, dry, No. 41-5 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No. 41-4 part, east and south by No. 339; west by No. 41-12 part	0·03
(Arable.)	
Government, wet, No. 43-7 part, belonging to M. V. Sami Chettyiar, bounded on the north by No. 43-7 part, east, south and west by No. 339	0·03
Government, wet, No. 44-7 part, belonging to Sri Lakshmi Narayana Perumal, represented by trustee, M. V. Sami Chettiyar and K. Narayanaswami Ayyar, bounded on the north by No. 44-7 part; east, south and west by No 339	0·06
Government, dry, No. 77-4 part, belonging to K. Sambasiva Ayyar, bounded on the north by No. 77-4 part; east by No. 77-6 part; south by No. 339, west by No. 77-12 part	0·02
Government, dry, No. 77-5 part, belonging to K. Srinivasa Ayyar, bounded on the north by No. 77-5 part; east by No 77-9 part; south by No. 339; west by No. 77-6 part,.	0·04
Government, dry, No. 77-6 part, belonging to minors Kanjithapatham and Sankaran by guardian and mother Alamelu Ammal, bounded on the north by No 77-6 part; east by No. 77-7 part; south by No. 339; west by No 77-9 part ..	0·02
Government, dry, No 77-7 part, belonging to Subrahmania Ayyar (mirasi) and K. K. Sundaram Ayyar, bounded on the south by No. 77-7 part; east by No 77-8 part; south by No. 339; west by No. 77-6 part	0·04
Government, dry No. 77-8 part, belonging to Gopala Ayyar, bounded on the north by No. 77-8 part; east by No. 77-9 part; south by No. 339, west by No. 77-7 part	0·06
Government, dry, No. 77-9 part, belonging to S. Venkatarama Ayyar, bounded on the north by No. 77-9 part, east by No. 77-10 part; south by No. 339; west by No. 77-8 part	0·03
Government, dry, No. 77-10 part, belonging to Annawami Ayyar, bounded on the north by No. 77-10 part; east by No. 77-11 part, south by No. 339; west by No 77-9 part	0·02

	Acs.
Government, dry, No. 77-11 part, belonging to Venku Ayyar and Srinivasa Ayyar, bounded on the north by No 77-11 part, east by No. 82-1; south by No 329; west by No 77-10 part ..	0·01
Government, dry, No 77-12 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No 77-12 part, east by No. 77-1 part; south and west by No. 330	0·01
Government, wet, No. 83-4 part, belonging to Natesa Ayyar, bounded on the north by No. 83-4 part, east and south by No. 329, west by Nos. 93-4 part and 328	0·07
(Waste and kumal-ground.)	
Government, dry, No. 136 whole, belonging to K. Doraiswami Ayyar, Seethalakshmi Ammal, V. Subrahmanya Ayyar, K. Chidambaranatha Mudaliyar, K Narayanaswami Ayyar, V. Subrahmanya Ayyar, Sri Lakshmipathiswaraswamy, Savitri Ammal, [illegible] N. Venkatrama Ayyar, M Annaswami Ayyar, [illegible] N. Swaminatha Ayyar, Ambigai Achi [illegible], N. Gopala Ayyar, N Gopala Ayyar, N. Kuppuswami Ayyar, minor Venkatrama Ayyar by guardian Kuppammal, minor Muthu Ayyar by guardian Vaidyanatha Ayyar, Padiri Padmyachi, Subrahmanya Padayachi, Kumpammal, [illegible] N Venkatrama Ayyar, K. Srinivasa Ayyar and M. Subrahmania Sastri, bounded on the north and east by No. 138, south by No. 321, west by Nos. 136 and 318	0·20
(Arable.)	
Government, wet, No. 140-3 part; belonging to K. Chidambaranatha Mudaliyar, bounded on the north by No. 140-5 part, east, south and west by No. 339	0·03
Government, wet, No. 140-1 part, belonging to K. Chidambaranatha Mudaliyar, bounded on the north by No 140-5 part, east by No 141-8; south and west by No. 339	1·09
(Waste.)	
Government, dry, No. 173-2, belonging to M. Appave Chettiyar, M. Chellingam Chettiyar, Muthukumaraswami Chettiyar, minor Thyagaraja Chettiyar by guardian Appava Chettiyar, minor Natesan, represented by guardian Aruntheram, Chokkappan Chettiyar, Sambasiva Chettiyar and Ramaswamy Mudaliyar, bounded on the north by No. 174-1; east by No. 174; south east west by No. 173-1	0·31
(Arable.)	
Government, wet, No. 176-1 part, belonging to P. Ramaswami Mudaliyar, bounded on the north by No. 175-1 part, east by Nos 174 and 176-2 part; south by No. 174; west by No. 172	0·06
Government, wet, No. 176-2 part, belonging to Sri Swarnapuriswaraswami by trustee Somasundaram Pillai, bounded on the north by No 176-3 part; east by No. 176-1 part; south by No. 174, east by Nos. 174 and 171-1 part	0·02
Government, wet, No. 175-6 part, belonging to Vaithinga Mudaliyar, bounded on the north by No. 175-8 part; east by No. 176-8 part; south by No. 176, west by No. 176-2 part	0·02
Government, wet, No. 175-8 part, belonging to Ramaswami Mudaliyar, bounded on the south by No. 175-8 part; east by No. 176-1; south by No. 174, west by No. 176-3 part	0·01
Government, wet, No. 176-7 part, belonging to K. Chidambaranatha Mudaliyar, bounded on the north by No. 176-7 part; east by No 176-2 part; south by No 174; west by Nos. 171 and 177 ..	0·26
Government wet, No 176-3 part, belonging to Sri Swarnapuriswaraswami by trustee Somasundaram Pillai, bounded on the north by No. 176-2 part; east and south by No. 174; west by No. 176-7 part	0·10
Government, wet, No. 176-2 part, belonging to Sri Swarnapuriswaraswami by trustee Somasundaram Pillai, bounded on the north by No. 176-3 part, east, south and west by No. 174	0·10
Government wet, No. 180-3 part, belonging to Ponnuswami Padayachi, bounded on the north by No 180-3 part; east, south and west by No. 174 ..	0·12
(Nattam with house-sites.)	
Government, nattam, No. 214 whole, belonging to Ramaswami Mudaliyar and Vaithinga Mudaliyar, bounded on the north and east by No 174; south by Nos 204-1 to 4 and 212-1, 2, 4, 5 & 7, west by No. 174	0·37

	Acs.
(Waste.)	
Government, dry, No. 253-1 part, belonging to Ramaswami Mudaliyar and Chokkappan Chettiyar, bounded on the north by No 173; east by No. 253-2 part, south by No. 253-1 part; west by No. 244	0·12
(Tope.)	
Government, dry, No 253-3 part, belonging to Muruthachi, bounded on the north by No. 173; east by No. 253-4 part; south by No 253-3 part; west by No. 252-2 part	2·06
Government, dry, No 253-4 part, belonging to minor Natesa Padayachi by guardian Aruntheram, bounded on the north and east by No 173, south by No. 253-4 part; west by No. 253-3 part	0·32
Government, dry, No. 253-1 part, belonging to minor Natesa Padayachi by guardian Aruntheram, bounded on the north by No. 173, east by No 253-3 part; south by No. 253-4 part, west by Nos. 173 and 253-4 part	2·04
Government, dry, No. 253-5 part, belonging to M. Appava Chettiyar, M Chokkalingam Chettiyar, minors Muthukumara Chettiyar and Thyagaraja Chettiyar by guardian Appava Chettiyar, bounded on the north by No 173, east by No. 253-8 part; south by No. 253-5 part, west by No. 253-1 part. minor Natesa Padayachi by guardian Aruntheram, bounded on the south and east by No. 173, south by No 253-5 part; west by No. 253-5 part	2·08
(Arable.)	
Government, wet, No 215-1 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No. 339; east by No 215-2 part; south by No. 255-1 part; west by No. 256-1 part	0·09
Government, dry, No. 255-2 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No. 339; east by No. 254; south by No. 255-2 part, west by Nos. 255-1 part and 339	0·45
Government, wet, No. 255-1 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by Nos. 240-2 and 339; east by No. 256-1 part, south by No. 256-1 part; west by No 253-2 part ..	0·08
Government, dry, No 240-1, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north and east by No 339, south by Nos 256-1 and 240-2 part; west by No. 339	4·03
Government, wet, No 240-2 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No. 240-1, east by No. 256-1 part; south by No. 241-2 part; west by No 241 part	3·12
Government, wet, No. 281 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by Nos. 339 and 240-1; east by No 240-2 part; south by No 281 part; west by No 282 part	0·19
Government, wet, No. 284 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No 339; east by No. 281 part; south by No. 283 part, west by No. 283 part	0·08
Government, wet, No 281 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No. 339, east by No 283 part, south by No. 283 part, west by No 281 part	0·09
Government, wet, No 284 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No 339; east by No. 283 part; south by No. 284 part, west by No. 339	0·33
Government, wet, No 285 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No. 339; east by Nos 339 and 286 part; south by No. 286 part; west by No 286 part	0·07
Government wet, No. 288 part, belonging to K. Chidambaranatha Mudaliyar, enjoyer K. Srinivasa Mudaliyar, bounded on the north by No. 339; east by No 284 part; south by No. 286 part; west by No. 339	0·33
Government, wet, No. 313-1 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No 339; east by No. 313-2 part; south by No. 313-1 part; west by No. 339	0·05

	Acs.
Government, wet, No. 348-4 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No. 334, east by No. 343-3 part; south by No. 348-2 parts; west by No. 343-1 part	0·43
Government, wet, No. 349-3 part, belonging to K. Narayanaswami Ayyar, bounded on the north by No. 348; east by No. 344 part, south by No. 343-3 part; west by No. 343-2 part	0·06
Government, wet, No. 351-1 part, belonging to S. Natesa Ayyar, bounded on the north by No. 339; east by No. 346-3 part; south by No. 346-1 part, west by No. 340 part	0·54
Government, wet, No. 345-3 part, belonging to H. L. Suri Chettiyar, bounded on the north by No. 339; east by No. 340 part; south by No. 346-3 part; west by No. 345-1 part	0·03
(Waste and tope.)	
Government, wet, No. 351-3 part, belonging to K. Narayanaswami Ayyar and K. Sambasiva ayyar, bounded on the south by No. 351-1 part, east by No. 351-3 part; south by No. 351-2 part; west by No. 351-1 part	0·06
(Waste)	
Government, dry, No. 361-3 part, belonging to Gopala Ayyar, bounded on the north and east by No. 361-1 part, south by No. 353-3 part; west by No. 361-2 part	0·01
(Arable.)	
Government, wet, No. 353-1 part, belonging to N. Rama Ayyar, bounded on the north by No. 334; east by No. 353-3 & 5 parts, south by No. 353-1, b, d & 7 parts; west by Nos. 352 and 353-3 & 7 parts	0·19
Government, wet, No. 353-5 part, belonging to S. Rangopala Ayyan, bounded on the north by No. 353-1 part, east by No. 353-5 part, south by No. 353-5 part; west by No. 353-1 part	0·03
Government, wet, No. 353-6 part, belonging to R. Appuswami Ayyar, bounded on the north by No. 353-1 part, east by No. 353-7 part; south by No. 353-6 part; west by No. 353-5 part	0·03
Government, wet, No. 353-7 part, belonging to N. Pachiu Mudaliyar, bounded on the north by No. 353-1 part, east by No. 353-9 part; south by No. 353-7 part, west by No. 353-6 part	0·03
Government, wet, No. 353-9 part, belonging to Sivamuthu Ayyar, bounded on the south by Nos. 339 and 350, east by No. 353-13 & 14 part, south by No. 353-d part; west by No. 353-1 & 7 parts.	0·22
Government, dry, No. 353-13, belonging to Sivamuthu Ayyar, bounded on the south by No. 334; east by No. 353-13 & 14 parts; south by No. 353-14 & 16 parts, west by No. 353-9 part	0·16
Government, wet, No. 353-14 part, belonging to Sivamuthu Ayyar, bounded on the north by No. 353-13 part; east by No. 353-14 part; south by No. 353-14 part, west by No. 353-d part ..	0·02
Government, wet, No. 353-16 part, belonging to [illegible] M. Srinivasa Ayyar, bounded on the north by No. 334 13 & 16 part, east by No. 353-16 part; south by No. 353-13 part; west by No. 353-13 & 14 part	0·04
Government, wet, No. 353-17 part, belonging to S. Subrahmanya Ayyar, bounded on the north by No. 334; east by No. 353-17 part, south by No. 353-16 part; west by No. 353-13 & 17 part ..	0·07
Government, wet, No. 353-17 part, belonging to S. Subrahmanya Ayyar, bounded on the north by No. 334; east by No. 353-18 part, south by No. 353-17 part, west by No. 353-16 part	0·03
Government, wet, No. 353-18 part, belonging to minor Sadhanam by guardian and mother Raghavathi Ammal, bounded on the north by No. 334; east by No. 353-19 part, south by No. 353-17 part, west by No. 353-18 part	0·04
Government, wet, No. 353-19 part, belonging to N. Rama Ayyar, bounded on the north by No. 334, east by No. 353-2d part, south and west by No. 353-18 part	0·04
Government, wet, No. 353-20 part, belonging to Vamba Ayyar, bounded on the north by No. 334; east by No. 353-21 part, south by No. 353-20 part; west by No. 353-19 part	0·05
Government, wet, No. 353-21 part, belonging to N. Venkatarama Ayyar, bounded on the north by No. 334; east by No. 353-23 part; south by No. 353-21 part, west by No. 353-22 part	0·06
Government, wet, No. 353-23 part, belonging to M. Annamma Ayyar, bounded on the north by No. 334; east by No. 353-24 part; south by No. 353-23 part, west by No. 353-21 part	0·06

	Acs.
Government, wet, No. 353-24 part, belonging to M. Swamiyha Ayyar, bounded on the north by No. 334; east by No. 353-27 part; south by No. 353-24 part; west by No. 353-23 part	0·14
Government, wet, No. 353-27 part, belonging to K. Rama Ayyar, bounded on the north by No. 334, east by No. 353-29 part; south by No. 353-27 part; west by No. 353-24 part	0·03
Government, wet, No. 353-28 part, belonging to S. Venkatarama Ayyar, bounded on the north by No. 334; east by No. 353-29 part, south by No. 353-28 part, west by No. 353-27 part	0·02
Government, wet, No. 353-29 part, belonging to P. R. Subrahmanya Ayyar, bounded on the north by No. 334; east by No. 353-30 part, south by No. 353-28 part, west by No. 353-28 part	0·02
Government, wet, No. 353-30 part, belonging to Rajagopa Padayachi bounded on the north by No. 334; east by No. 353-31 part; south by No. 353-29 part, west by No. 353-29 part	0·02
Government, wet, No. 353-31 part, belonging to Rajagopa Padayachi, bounded on the north by No. 334; east by No. 353-32 part; south by No. 353-31 part, west by No. 353-30 part	0·07
Government, wet, No. 353-32 part, belonging to Rajagopa Padayachi, bounded on the south by No. 334; east by No. 353-33 part; south by No. 353-31 part, west by No. 353-31 part	0·04
Government, wet, No. 353-33 part, belonging to K. Rama Ayyar, bounded on the north by No. 334; east by No. 353-34 part; south by No. 353-32 part; west by No. 353-32 part	0·04
Government, wet, No. 353-34 part, belonging to K. Rama Ayyar, bounded on the north by No. 334; east by No. 353-35 part, south by No. 353-33 part; west by No. 353-33 part	0·04
Government, wet, No. 353-35 part, belonging to minors Kanjitharaidan and Sankaran, by guardian and mother Alamelu Ammal, bounded on the north by No. 334; east by No. 353-36 part; south by No. 353-34 part, west by No. 353-34 part ..	0·01
Government, wet, No. 353-36 part, belonging to M. Sivamuthu Ayyar, bounded on the north by No. 334; east by No. 353-38 part; south by No. 353-35 part; west by No. 353-35 part	0·01
Government, wet, No. 353-38 part, belonging to K. Narayanaswami Ayyar and S. Natesa Ayyar, bounded on the north by No. 334; east by No. 345 part; south by No. 353-38 part; west by No. 353-36 part	0·01
Government, dry, No. 354, belonging to K. Narayanaswami Ayyar, V. Natesa Ayyar, V. Srinivasa Ayyar, M. Annamali Ayyar, K. Rama Ayyar, K. Pichu Ayyar, minors Swatharanam, by guardian and mother Raghavathi Ammal, G. Krishnamurthi Ayyar, V. S. Rajagopala Ayyar, S. Subramania Ayyar, R. Ayyan, V. Venkatarama Ayyar, P. R. Subramanya Ayyar, S. Subbalakshmi Ammal, K. Ponnusami Ayyar, [illegible] N. Srinivasa Ayyar, N. Ramayyar, K. Narayanaswami Ayyar, A. Ramanatha Ayyar, M. Muruganatha Ayyar, S. Venkatarama Ayyar, V. Valambal, P. Natesa Sastri, V. Meenakshi Ammal, V. M. Gopala Ayyar, A. Muthurathnamal, Cherlanatha Thampuran, minor Narayanaswami by guardian Theiya Ammal, H. V. Suri Chettiyar, [illegible] K. Narayanaswami Ayyar and S. Natesa Ayyar, bounded on the north and east by No. 338, south by Nos. 335 part, 338-9, 3d, 21, 23, 24, 27 to 3d & 36 parts and 353-16; west by Nos. 353 and 339	0·71
(Arable.)	
Government, wet, No. 336 part, belonging to Sri Lakshmanarayanaperumal, by trustee H. V. Suri Chettiyar and K. Narayanaswami Ayyar, bounded on the north by Nos. 339 and 334, east by No. 338; south by No. 35d part; west by No. 35d-3d part	0·25
Total ..	4·24

Fort St. George, September 25, 1929.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the lands mentioned below and measuring 350·79 acres, be the same a little more or less, are needed for a public purpose, to wit, for the Cauvery-Mettur Project Head Works and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Mesheri at Bhavani, is appointed to perform the

functions of a Collector under the Act and directed to take order for the acquisition of the said lands. A plan of the lands is kept in the office of the Special Deputy Collector, Mecheri at Bhavani, and may be inspected at any time during office hours.

Salem district, Mettur taluk,
Dharmapuri Cholapadi village.

Jeri Ammamandram Block VI.

	Acs.
Inam, dry, S No. 388, belonging to Ramaswami Ayyangar, son of Venkatarangachari, Rangachariar, R. Venkatesa Ayyangar, Ananthakrishnayyangar, sons of Ramaswami Ayyangar, C. M. Gopalakrishnayyangar, son of Muthuswami Ayyangar, Kavaraiarim Venkatesa Ayyangar, son of Ramaiwami Ayyangar, Venkatarangam Jagger, Narayhanno, Rama Rao, Rama Rao alias Rajachar, sons of Venkatanarasayyar, Mahabala Rao, son of Madhva Narayanachar, C. L. Srinivasa Rao, C. L. Narayana Rao, C. L. Narsinga Rao, minor Krishna Rao, guardian brother C. L. Srinivasa Rao, name of Lakshmanachar, C. R. Srinivasa Rao, C. N. Raja Rao, sons of Narasimhachar, Thulgabai Ammal, widow of C. R. Vyasa Rao, Venkatachari, minor guardian mother Sivrangammal, son of Rangaswami Ayyangar, C. P. Vyasarayachar, C. P. Ramachandrachar and C. P. Varadarajachar, sons of Parvachar, bounded on the north by No. 382, east by Nos. 425, 402, 403, 404, 407, 416, 418 and 457; south by Nos. 408, 425 and 461; west by No. 7 Nagamari	09·40
Inam, dry, S. No. 400, belonging to name as for S. No. 399, bounded on the north by No. 398, east by No. 401, south by No 418; west by No. 399 ..	5·22
Inam, dry, S. No 401, belonging to name as for S. No. 399, bounded on the north by No 399; east by No. 6 Cholapadi, south by No. 404, west by No. 400	5·80
Inam, dry, S No 402, belonging to name as for S. No. 399, bounded on the north by Nos. 398 and 400; east by No. 404; south by No. 403; west by No. 399	3·37
Inam, dry, S. No. 403, belonging to name as for S. No 399, bounded on the north by Nos. 402, east by No 404; south by Nos 406 and 399; west by No. 399	4·09
Inam, dry, S No. 404, belonging to name as for S. No. 399, bounded on the north by No 401, east by No. 6 Cholapadi; south by Nos. 410 and 409; west by Nos. 402 and 403	12·48
Inam, dry, S. No. 405, belonging to name as for S. No. 399, bounded on the north by No 404; east by No. 410, south by No 406, west by No. 406.	4·18
Inam, dry, S. No. 406, belonging to name as for S No. 399, bounded on the north by No. 403, east by No. 403; south by No 407; west by No. 399.	4·34
Inam, dry, S No 407, belonging to name as for S. No. 399, bounded on the north by No 406, east by No. 403; south by Nos. 425 and 462, west by No. 399	8·20
Inam, dry, S. No 408, belonging to name as for S No 399, bounded on the north by No. 405; east by No. 409, south by Nos. 425 and 414; west by No. 407	12·17
Inam, dry, S No 409, belonging to name as for S. No. 399, bounded on the north by Nos. 405 and 410; east by No. 410; south by No. 413, west by No. 408	3·44
Inam, dry, S. No. 410, belonging to name as for S. No 399, bounded on the east by No. 404; east by No 5 Cholapadi, south by No. 411; west by Nos 409, 408 and 405	9 88
Inam, dry, S. No 411, belonging to name as for S. No. 399, bounded on the north by No. 410; east by No. 5 Cholapadi; south by No. 402; west by No. 413	3 14
Inam, dry, S. No 412, belonging to name as for S. No 399 bounded on the north by No. 411; east by No. 5 Cholapadi; south by No. 422, 421 and 419, west by Nos. 414 and 413	9·28
Inam, dry, S. No 413, belonging to name as for S. No 399, bounded on the north by No 409, east by Nos 411 and 412, south by No. 418; west by No. 414	9·54
Inam, dry, S No 414, belonging to name as for S. No. 399, bounded on the north by No. 408; east by No. 413; south by Nos. 417 and 418, west by No 415	5·21
Inam, dry, S No. 415, belonging to name as for S. No 399, bounded on the north by Nos. 407 and 408; east by Nos. 414 and 417; south by Nos. 417 and 440, west by No. 399	6 75

	Acs.
Inam, dry, S. No. 416, belonging to name as for S No 399, bounded on the north by Nos. 399 and 426; east by No 417, south by Nos. 466 and 467; west by No 399	1·88
Inam, dry, S. No. 417, belonging to name as for S No 399 bounded on the north by No. 414; east by No 418, south by No. 462; west by Nos. 415 and 416	9·00
Inam, dry, S. No. 418, belonging to name as for S. No 399, bounded on the north by No 414, east by No 419, south by Nos. 462; west by Nos. 462 and 417	6 79
Inam, dry, S. No 419, belonging to name as for S. No. 399 and Periannan, son of Dibendi Kavundan, bounded on the north by No 413, east by No. 420; south by No. 461; west by No. 418	5·31
Inam, dry, S. No. 420, belonging to name as for S. No 399, bounded on the north by No. 412; east by No 421; south by Nos 418, west by Nos. 448, 461 and 419	8·28
Inam, dry, S. No. 421, belonging to name as for S. No. 399, bounded on the north by No 412; east by No. 422; south by Nos. 448 and 447; west by No. 420	5·35
Inam, dry, S No. 422, belonging to name as for S. No. 399, bounded on the north and east by No 5 Cholapadi, south by Nos. 445 and 423, west by Nos. 442 and 421	8·75
Inam, dry, S. No. 423, belonging to name as for S. No 399, bounded on the north by No 5 Cholapadi and No. 422; east by Nos. 424 and 442; south by No. 443, west by No 418	12·77
Inam, dry, S No. 424, belonging to name as for S. No 399 and Kama Chetti, Chikkanna Chetti, Bommanna Chetti and Kanji Chetti, sons of Sakkarai Chetti, bounded on the north by No. 5 Cholapadi, east by Nos. 425 and 441, south by No. 442, west by No 5 Cholapadi	11 13
Inam, dry, S. No. 425-1, belonging to name as for S. No 399, bounded on the north by No. 5 Cholapadi; east by Nos 424 and 425-2, south by No. 425-2, west by No 424	2·47
Inam, dry, S. No 426, belonging to name as for S. No. 399, bounded on the north and east by No. 5 Cholapadi and No. 427; south by No. 5 Cholapadi and No 430, west by Nos 430 and 429 ..	5·02
Inam, dry, S. No. 427, belonging to name as for S. No 399, bounded on the north by No. 427; east by No. 428; south by No. 430; west by No 426.	0·84
Inam dry, S No 428, belonging to name as for S. No. 399 and Palaniappan, son of Valeppagoundan, guardian mother Parvatta Pillai, bounded on the north by No. 424; east by No. 429, south by No. 431, west by No. 427	1·76
Inam, dry, S No 429, belonging to name as for S. No. 399, bounded on the north by No. 430; east by No. 5 Cholapadi; south by Cauvery; west by No 428	2 44
Inam, dry, S. No 430, belonging to name as for S. No. 399 and minor Ayyanna, guardian mother Parvatta Pillai, minor Nagappan, guardian mother Palaniammal bounded on the north by No. 426; east by Nos. 429, 428 and 431, south by Cauvery; west by No. 426	4 22
Inam, dry, S. No 431, belonging to name as for S. No. 399 and Chinnappa, Kavundan, Marappan, Marimuthu, sons of Muthu alias Thandara Kavundan, Kolsodai Kavundan, son of Valeppa Kavundan, bounded on the north by No. 427; east by No. 432; south by Cauvery, west by No. 430	3·18
Inam, dry, S No. 432, belonging to name as for S. No. 399, bounded on the north by No 427; east by No. 433; south by No. 426, west by Nos. 427 and 430	4·24
Inam, dry, S. No. 433, belonging to name as for S. No. 399 and Marappan, son of Muthu Kavundan, bounded on the north by No. 427, east by No. 434, south by No. 435; west by No. 432 ..	3 96
Inam, dry, S No. 434, belonging to name for S. No. 399, bounded on the north by No. 427, east by No. 436; south by Cauvery, west by No. 433 ..	2 90
Inam, dry, S. No. 435, belonging to name as for S. No 399, bounded on the north by No. 427; east by No. 427, south by Cauvery; west by No. 434.	3 62
Inam, dry, S. No. 440, belonging to name as for S. No 399, and Chinnappa, son of Irulappa Chetti, bounded on the north by No 439; east by No 438; south by Cauvery; west by Nos. 424, 4-1 and 442	3·73
Inam, dry, S. No. 441, belonging to name as for S No 399, bounded on the north by No 425; east by No. 440; south by No 442; west by Nos. 442 and 424	2·15

	Acs.
Inam, dry, S No. 444, belonging to same as for S. No. 399, bounded on the north by No. 445, east by No 443, south by Cauvery, west by No. 442	2·15
Inam, dry, S No 445, belonging to same as for S. No 399, bounded on the north by Nos. 421 and 422, east by No. 423 A; south by Cauvery and No 444, west by Nos. 447 and 442	3·07
Inam, dry, S. No 446, belonging to same as for S. No 399 and Chinnayachetti, son of Ranganawasi Chetti, bounded on the north by Nos. 423 and 421; east by No. 445; south by No 447; west by No 442	2·15
Inam, dry, S. No 447, belonging to same as for S No 399, bounded on the north by Nos 445, 443 and 446; east by No. 445, south by Cauvery; west by No. 442	3·07
Inam, dry, S. No 450, belonging to same as for S No. 399, bounded on the north by No. 451; east by No. 448; south by No. 442; west by No. 443	3·07
Inam, dry, S. No. 451, belonging to same as for S. No 399, bounded on the north by No. 452, east by No 429 and 448, south by No. 450; west by No. 442	4·60
Inam, dry, S. No. 452, belonging to same as for S. No 399, bounded on the north by Nos. 117 and 418, east by No. 451; south by No. 423; west by No. 456	5·64
Inam, dry, S. No. 453, belonging to same as for S. No 399, bounded on the north by Nos. 150 and 452; east by No. 450; south by No 454; west by No. 456	5 64
Inam, dry, S. No. 454, belonging to same as for S. No 399, bounded on the north by No. 453, east by No. 448; south by Cauvery; west by No. 455	4·64
Inam, dry S No 455, belonging to same as for S. No 399, bounded on the north by Nos 456 and 458, east by Nos 453 and 454; south by Cauvery; west by No 460	9·69
Inam, dry, S No. 458, belonging to same as for S. No. 388, bounded on the north by No. 616; east by No. 457, south by Nos. 455 and 453; west by Nos. 457 and 456	·01
Inam, dry, S. No. 457, belonging to same as for S. No. 390, bounded on the north by Nos. 390 and 419, east by No. 456; south by No. 458; west by No. 390	3·02
Inam, dry, S No. 458, belonging to same as for S. No. 399, bounded on the north by No. 457; east by No. 456; south by No. 455; west by No. 459	5·40
Inam, dry, S No 459, belonging to same as for S. No 399, bounded on the north by No. 399; east by No. 458; south by Nos. 460 and 461; west by No. 399	11·15
Inam, dry, S. No 460, belonging to same as for S. No. 399 bounded on the north by No. 459; east by No 455; south by Cauvery and No. 461; west by No. 461	4 53
Inam, dry, S. No. 462, belonging to same as for S. No. 399, bounded on the north and east by No. 461, south by Cauvery; west by No. 7 Nagamma	1·39
Inam, dry, S. No. 439, belonging to managara for the time being of the Mariamman temple, Pusari Sankara Chetti, son of Muruppa Chetti, Kuppanna Chetti, Mari Chetti and Kamalaga Chetti, sons of Madaya Chetti, Theddanna Chetti, son of Chendappa Chetti, bounded on the north by No. 438, east by No 436; south by Cauvery; west by 416	5·15
Total ..	356 74

Fort St. George, September 23, 1926.

Under section 6, Act I of 1894, His Excellency the Governor in Council hereby declares that the land mentioned below and measuring 1·10 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Cauvery-Mettur Project Headworks, and, under sections 3 and 7 of the same Act, the Special Deputy Collector, Mecheri at Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Mecheri at Bhavani, and may be inspected at any time during office hours.

Salem district, Mettur taluk, Gontur village.

Village-site poramboke, S No. 600, Thippampatti hamlet.

	Acs.
House No. 1, belonging to Chinnathayi, wife of Muniyan, bounded on the north by vacant site; east by house No. 3, south by house No. 5, west by vacant site	0·01
House No 2, belonging to Karuppanni, widow of Thanda Kavandan, bounded on the north by houses Nos. 1 and 3; east by houses Nos 3 and 5; south and west by vacant site	0·01
House No. 3, belonging to Narayanan, son of Gurunathan, bounded on the north by vacant site; east by house No. 4; south by house No. 2; west by house No. 1	0·01
House No. 4, belonging to Padupatti Kolandai Kavandan, son of Chinnappa Kavandan, bounded on the north by vacant site, east by house No. 6, south by house No 4; west by house No. 3 ..	0·01
House No. 5, belonging to Veerappan, son of Muthu, bounded on the north by vacant site; east by house No 6; south by house No. 6, west by house No. 4	0·01
House No. 6, belonging to Minor Dasan, minor Muthu, minor Ponnuswami, sons of Kolandai Kavandan, guardian Annamalaimmal, bounded on the north by house No. 5; east by house No. 7; south by vacant site, west by house No. 3 ..	0 01
House No. 7, belonging to Minor Muthupayyan, son of Paran, guardian Thoogammal and Thoogammal, widow of Ann Kavandan, bounded on the north, east and south by vacant site; west by house No 6	0·01
House No. 8, belonging to Angammal, widow of Mannappa Pillai, bounded on the north, east and south by vacant sites and house No. 9; west by houses Nos. 5, 6 and 7	0·07
House No. 9, belonging to Thadi Perumal Chetti, son of Ranganawasi Chetti, bounded on the north by house No. 10, east and south by vacant site; west by house No 8	0·01
House No. 10, belonging to Perumal alias Dora Kottavan, son of Ramon and Angammal, widow of Raman, bounded on the north by village-site and house No 11; east by house No. 11; south and west by vacant site	0·01
House No. 11, belonging to Sikkan, Veedan, Padaveetti, Kavari, Kottapalian, Karian, Perumal alias Dora Kottavan, son of Ramon and Subbarayan, son of Naraya Kottavan, bounded on the north by vacant site, east by house No. 12; south by house No. 15; west by house No. 10 and vacant site ..	0·01
House No. 12, belonging to Veedan, son of Ramon, and Gurunatha Chetti, bounded on the north by house No. 14; east by house No. 13, south by house No. 16; west by house No. 11	0·01
Site of house No. 13, belonging to Veedan, son of Raman, and Gurunatha Chetti, bounded on the north by house No. 12; east by vacant site; south by house No 16; west by house No. 12 ..	0·01
House No 14, belonging to Sikkan, son of Raman, bounded on the north and east by vacant site; south by houses Nos. 12 and 13; west by vacant site	0·01
House No. 15, belonging to Perumal Chetti, son of Rangi Chetti, bounded on the north by houses Nos. 11, 12 and 13; east, south and west by vacant site	0·02
House No 17, belonging to Perumal Chetti, son of Rangi Chetti, Pachu, Veerappan and Muthu, bounded on the north and east by vacant site; south by house No. 18; west by vacant site ..	0·01
House No. 18, belonging to Perumal Chetti, son of Rangi Chetti, bounded on the north by house No. 17, east by houses Nos 24 and 25, south by house No 19; west by vacant site	0·02
House No 19, belonging to Perumal Chetti, son of Rangi Chetti, bounded on the north by house No. 18; east by house No. 25; south by house No. 0; west by vacant site	0·02
House No. 20, belonging to Pothipayyan, son of Chinnappa Kavandan, bounded on the north by vacant site; east by house No 21; south and west by vacant site	0·01
House No. 21, belonging to Lakshmammal, widow of Ellappa Kavandan, bounded on the north and east by vacant site; south by house No. 23; west by house No. 20	0 01

	Acs.
House No. 22, belonging to Angammal alias Thandayammal, widow of Sarappa Kavandan, bounded on the north by vacant site; east by house No 23, south and west by house No 21 ..	0·01
House No. 23, belonging to Aryan Kavandan, son of Erodayan Kavandan, bounded on the north by house Nos 21 and 22; east by house No. 20; south by house Nos. 24, 25 and 32; west by house Nos. 16 and 17	0·04
House No. 24, belonging to same as house No. 22, bounded on the north by house No. 23; east by house No. 25; south by house No. 24; west by house No. 23	0·01
House No. 25, belonging to (1) Palaniammal (2) minor Chinnammal alias Ammani, (3) Irammmal, daughters of Aryan Kavandan, guardian sister No (1) Palaniammal, bounded on the north by house No. 23, east by house No 24; south by vacant site; west by house Nos. 25 and 19 ..	0·03
House No. 26, belonging to Muthupayyan, Mettayyan, sons of Karuppanna Kavandan, minor Parthapayyan and Chinnapayyan, sons of Pushpayyan, guardian mother Nalli of Mangagoundanur, bounded on the north by house Nos. 25 and 24; east by house No. 30; south by house No. 27; west by house No. 24	0·01
House No 27, belonging to Nanna and minor Ramaswami, sons of Chetti Kavandan by guardian mother Karuppanni, bounded on the north by house No. 26; east by house No. 31; south by vacant site; west by house No. 26	0·01
House No 28, belonging to Dasappan, son of Kuppa Kavandan, bounded on the north by house No. 30; east by vacant site; south by house No. 30; west by house No. 24	0·01
House No 29, belonging to Dasappan, son of Kuppa Kavandan and minors Dasan, Muthu and Ponnusami, sons of Kolandai Kavandan, guardian Ammammal, bounded on the north by S. No. 901; east and south by vacant site and No 28; west by house Nos. 22 and 23	0·02
House No. 30, belonging to Thanda Kavandan and Naman, sons of Kari Kavandan, bounded on the north by house No 28; east by house No. 32; south by house No. 31, west by house No. 26	0·02
House No 31, belonging to Thanda Kavandan, and Naman, sons of Kari Kavandan, bounded on the north by house No 30; east by house No. 33; south by vacant site; west by vacant site and house No. 27	0·01
House No. 32, belonging to Thanda Kavandan Naman, sons of Kari Kavandan, bounded on the north by house No. 23; east by house No. 33; south by vacant site, west by house No 31 ..	0 01
House No 33, belonging to Karuppannan, son of Mara Kavandan, bounded on the north by vacant site; east by house No 37; south by house No. 32; west by house No 30	0·01
House No 34, belonging to Gurunathan, son of Perianna, bounded on the north and east by vacant site; south by house No. 37; west by vacant site	0·01
House No 35, belonging to Gurunathan, son of Perianan, bounded on the north by house No. 34; east by vacant site; south by house No. 37; west by vacant site	0·01
House No. 36, belonging to Kuppan, son of Perianan, bounded on the north and east by vacant site, south by house No. 39, west by house Nos. 35 and 37	0 01
Site of House No. 37, belonging to (1) Kuppan, son of Perianan and (2) Nariyampattan alias Vaira Kavandan, son of Pariyappan, bounded on the north by house No. 33; east by house No. 35; south by house No. 38; west by house No 36 ..	0·01
House No. 38, belonging to Angamuthu, son of Chinnamman, bounded on the north by house No. 37; east and south by vacant site; west by house No. 39	0·01
House No. 39, belonging to minors Ramaswami and Alagappan, sons of Irusan, guardian mother Irayammal, bounded on the north by house No 34, east by house Nos. 40 and 41; south and west by vacant site	0 01
Site of house, No 40, belonging to minors Ramaswami and Alagappan, sons of Irusan, guardian mother Irayammal, bounded on the north and east by vacant site; south by house No. 42; west by vacant site	0·01
House No. 41, belonging to minors Ramaswami and Alagappan, sons of Irusan, guardian mother Irayammal, bounded on the north by house No. 39, east by house Nos. 42 and 43; south and west by vacant site	0 01

	Acs.
House No. 42, belonging to Muthu and Chinnamuthu, sons of Thanda Kavandan, bounded on the north by house No 40; east by house No 43; south by house No. 43; west by house No 41 ..	0·01
House No. 43, belonging to Muthu and Chinnamuthu, sons of Thanda Kavandan, bounded on the north by house No 42; east by house No 43; south by vacant site, west by house No 41 ..	0·01
House No. 44, belonging to Angamuthu, Muthu and Ramaswami, sons of Andi Navidan, bounded on the north by house No. 45; east, south and west by vacant site	0·01
House No. 45, belonging to Angamuthu, Muthu and Ramaswami, sons of Andi Navidan, bounded on the north by house No 46; east by vacant site; south by house No. 44; west by vacant site	0·01
House No 46, belonging to Angamuthu, Muthu and Ramaswami, sons of Andi Navidan, bounded on the north by S. No. 901; east by vacant site, south by house No. 45; west by vacant site	0·02
House No. 47, belonging to Selambu, son of Mulla Kavandan, bounded on the north by house Nos. 48 and 49; east by house No. 50, south by vacant site, west by house No. 45	0·01
House No. 48, belonging to Selambu, son of Mulla Kavandan bounded on the north by vacant site; east by house No. 49, south by house No. 47; west by house No. 46	0·01
House No 49, belonging to Ayyan, son of Arimuthu Kavandan, bounded on the north by vacant site; east by house No 51; south by house Nos 47 and 50; west by house No. 48 and vacant site ..	0·01
House No. 50, belonging to Irusan, son of Alayu Kavandan, bounded on the north by house Nos. 49 and 51, east and south by vacant site; west by vacant site and house No. 47	0·01
House No. 51, belonging to Alagi alias Annami, widow of Vellayyan and minor Arthanari, son of Vellayyan, guardian Thangammi, bounded on the north by vacant site; east by house No 52; south by vacant site, west by house Nos 49 and 50 ..	0·01
House No. 52, belonging to Manmathan, son of Pachia Kavandan, bounded on the north and east by vacant site, south by house No 53; west by house No. 51	0·02
House No. 53, belonging to Manmathan, son of Pachia Kavandan, bounded on the north and east by vacant site; south and west by house No 52	0·01
House No. 54, belonging to Annappan alias Karuppannan, son of Muthuvarna, bounded on the north, east and south by vacant site; west by house No 55	0·01
House No. 55, belonging to Perappa Kavandan, son of Perianna Kavandan, bounded on the north by vacant site; east by house No. 54, south and west by vacant site	0 01
House No. 56, belonging to Algan alias Andiappan, son of Ganapathi alias Irusan and Parathayyan alias Ari Kavandan, son of Mulla Kavandan, bounded on the north, east, south and west by vacant site	0·01
House No. 57, belonging to Muthupayyan, son of Karuppannan, bounded on the north, east and south by vacant site, west by house No 55 ..	0·01
House No. 58, belonging to Ghanayyan, son of Andiappan, bounded on the north by house No. 60, east and south by vacant site; west by house No 59	0·01
House No. 60, belonging to Nainan, son of Mara Kavandan, bounded on the north and east by vacant site; south by house No 59; west by house No 61	0·01
House No. 61, belonging to Vannara Govindan and Venkattha, sons of Pethan and Angammal, wife of Vairayan, bounded on the north by vacant site; east by house No 60; south by house No. 63, west by house No. 62	0·01
House No 62, belonging to Vannara Govindan and Venkattan, sons of Pethan and Angammal, wife of Vairayan, bounded on the north by vacant site; east by house No. 61; south by house No. 65; west by house No. 67	0·01
House No 63, belonging to Vannara Govindan and Venkatlan, sons of Pethan and Angammal, wife of Vairayan, bounded on the north by house No. 61; east by house No. 64; south by vacant site; west by house No. 65	0·01
House No. 64, belonging to Karumalai alias Kalliappan, son of Vairayani, bounded on the north by house No. 65, east, south and west by vacant site and house No. 63	0·01
House No. 65, belonging to Karumalai alias Kalliappan, son of Vairayani and Subban, bounded on the north by house Nos. 61 and 67, east by house Nos. 64 and 63; south by house No. 66 and vacant site; west by house No 66	0·01

	acs.
House No. 64, belonging to Thambimuttu, son of Chinnappayya Kavandan, minor Chinnappan, son of Chinnappayya Kavandan and mirasi Kuppan, son of Chinnaiyyanmal, guardian Papayanmal, bounded on the north by houses Nos. 67 and 68; east by house No. 65; south and west by ruined site	0·01
House No. 67, belonging to Kuhanmal, widow of Mayyan, bounded on the north by vacant site; east by house No. 63, south by houses Nos. 65 and 66; west by house No. 68	0·02
House No. 68, belonging to Kuppan and mirasi Angappan, sons of Kuppan, guardian mother Alagammal, bounded on the north by vacant site, east by house No. 67; south by house No. 65; west by vacant site	0·01
House No. 69 belonging to Muthu, Palaniappan, sons of Thangan alias Mariappan and Kuppan, sons of Muthuvenran, bounded on the north, east and south by vacant site; west by houses Nos. 71 and 72	0·01
House No. 70, belonging to Narasan, son of Gurunathan and Angikorathi, bounded on the north by house No. 71; east, south and west by vacant site and house No. 72	0·01
House No. 71, belonging to Karuppayammal wife of Kuppan, bounded on the north by vacant site, east by house No. 69, south and west by vacant site and house No. 72	0·01
House No. 72, belonging to Kulandai Chetti, bounded on the north by vacant site; east and south by house No. 73 and vacant site; west by house No. 75	0·01
Site at house No. 73, belonging to Kulandai Chetti, bounded on the north by vacant site; east by house No. 72, south and west by vacant site ..	0·01
House No. 74, belonging to Mariamman temple, Con Kavandan, Thanda Kavandan, son of Kari Kavandan, manager for the time being of the Maramman temple, bounded on the north, east, south and west by vacant site	0·05
Vacant site, belonging to Muthuvan, son of Muthupayyan, bounded on the north by house No. 65, east, south and west by vacant site	0·01
Vacant site, belonging to Perappa Kavandan, son of Periyannu, bounded on the north by house No. 66, east, south and west by vacant site	0·01
Vacant site, belonging to Karunghuman alias Nanjappan, son of Muthuvennu, bounded on the north, east, south and west by vacant site and house No. 66	0·04
Vacant site, belonging to Nanda, son of Kanni Kavandan, bounded on the north, east, south and west by vacant site	0·01
Vacant site, belonging to Muthu and Chinnamuthu, sons of Thanja Kavandan, bounded on the north by house No. 42; east, south and west by vacant site	0·02
Vacant site, belonging to Muthu and Chinnamuthu, sons of Thanja Kavandan, bounded on the north, east and south by vacant site; west by house No. 39	0·01
Vacant site, belonging to Karumalai alias Nallappan, son of Varyapuri, bounded on the north by vacant site, east by house No. 58; south by vacant site, west by house No. 54	0·01
Vacant site, belonging to Karumkuravan, son of Gurunathan and Angi Korathi, bounded on the north by house No. 70; east, south and west by vacant site	0·01
Total ..	1·10

Fort St. George, September 20, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the provision of a school site for Adi-Dravidas, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the District Labour Officer, Tanjore, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the same Act the Governor in Council appoints the District Labour Officer, Tanjore, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Tanjore taluk,
Mukasa Inathikhanpatti village.

	Approximate extent, cents.
Inam, dry, R.S. No. 207 part, belonging to Ry. Pratap Simha Raja Sahib (enfranchised), minor Arokkiammal, guardian Sami Nadar (husbandman), bounded on the north by No. 206, east, south and west by No. 207 part	10

Fort St. George, September 23, 1929.

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the canal system of the Cauvery-Mettur Project (Kayavar No. 2 channel), notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, the Governor in Council hereby authorizes the Special Deputy Collector, Mettur-Dam No. II, at Pattukkottai, and his subordinates to exercise the powers conferred by section 4 (2) of the Act. Under section 8 (c) of the Act, the Governor in Council appoints the said Special Deputy Collector to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the abovementioned officer, within thirty days, after the issue of this notification, a statement in writing, of their objections, if any, to the proposed acquisition.

Tanjore district, Pattukkottai taluk,
Zamin Vengarai (Kottaikkadu) village.

	Approximate extent. acs.
Dry, patnash No. 635, Marakkarai punjai ..	0·08
Dry, patnash No. 662, Vettikkadu punjai ..	1·67
Dry, patnash No. 667, Vettikkadu punjai ..	0·16
Dry, patnash No. 561, Avaram punjai	0·16
Dry, patnash No. 536, Rangattu punjai	0·16
Dry, patnash No. 539, Rangattu punjai	1·52
Dry, patnash Nos. 533 to 535 Waste	0·43
	0·20

Zamin Vengarai (Edaiyankadu) village.

Dry, patnash Nos. 531 and 532 Waste	1·62
Dry, patnash No. 521, Veeradi punjai	1·49
Dry, patnash No. 522, Veeradi punjai	0·11
Dry, patnash No. 519, Sokkan punjai	0·75
Dry, patnash No. 520, Sokkan punjai	0 63
Dry, patnash No. 523, Nattam punjai	0 20
Dry, patnash No. 528, Rangattu punjai	1·23
Dry, patnash No. 516, Rangattu punjai	0 02
Dry, patnash No. 515, Vellangadi punjai	0·71
Dry, patnash No. 510, Manai punjai	1 03

Fort St. George, September 20, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·03 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for pathway to Kuvandapalayam Chockkinathans; and, under sections 3 and 7 of the same Act, the District Labour Officer, Saidapet, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, Saidapet, and may be inspected at any time during office hours.

Chingleput district, Ponneri taluk,
No. 42 Vallar village

	acres.
Ayan, manavari, S. No. 599-1, belonging to Padagal Ranganayakulu Nayudu, bounded on the north by No. 593, east and south by No. 599-2; west by No. 598-2	0·03

Fort St. George, September 25, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 3·13 acres, be the same a little more or less, is needed for a public purpose, to wit, for extension of Teki branch channel; and, under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Peddapuram, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Peddapuram, and may be inspected at any time during office hours.

East Godavari district, Ramachandrapuram taluk, Teki village.

	Acs.
Ryotwari, wet, R.S. No. 324-1 B, belonging to Kotipalli Subbanna, bounded on the north by Nos. 324-1 A and 323-5 B, east and south by No. 324-1 C, west by No. 320	0·06
Ryotwari, wet, R.S. No. 322-3 B, belonging to (1) Kotipalli Seshayya, (2) Kotipalli Rajanna, (3) Kotipalli Satyam, (4) Kotipalli Rama, (5) Kotipalli Muthyam and (6) Kotipalli Venkanna, Nos. 4 to 6 being minors brother and guardian Seshayya, bounded on the north by No. 322-3 A; east by No. 322-4 B; south by Nos. 322-3 C and 324-1 B; west by No. 323-3 A	0·15
Ryotwari, wet, R.S. No. 328-4 B, belonging to Kottapalli Venkanna, son of Ramayya, bounded on the north by No. 323-4 A; east by No. 326-5 B; south by No. 322-4 C; west by No. 322-3 B	0·09
Panchami inam, wet, R.S. No. 326-1 B, belonging to Nittala Suryanarayanamurti and Subba Rao of Bapatla and Upputuri Ramanamma, bounded on the north by No. 326-1 A; east by No. 326-2 B; south by No. 326-6 C & 6-B, west by No. 326-1 A ..	0·16
Ryotwari, wet, R.S. No. 326-2 B, belonging to Nikhanti Buchanna, bounded on the north by No. 326-2 A; east by No. 327-6 B; south by No. 326-3 B; west by No. 326-2 A	0·01
Personal inam, wet, R.S. No. 326-4 B, belonging to Nittala Suryanarayanamurti and Subba Rao, bounded on the north by No. 326-4 A & 1 B, east and south by No. 326-C; west by No. 326-4 B ..	0·11
Ryotwari, wet, R.S. No. 327-5 B, belonging to Ganni Pattabhiramayya, Satyanarayanamurti Vytla Papanna, Nethanna and Paddayya, bounded on the north by No. 327-5 A; east by No. 328-7 B, south by Nos. 327-6 C and 332-1; west by No. 326-2 B	0·39
Ryotwari, wet, R.S. No. 326-3 B, belonging to Ganni Pattabhiramayya and Satyanarayanamurti bounded on the north by No. 326-3 A & 2-B; east by Nos. 326-3 C and 332-1; south by No. 326-3 C; west by No. 326-1 B	p 0·13
Ryotwari, wet, R.S. No. 332-1, belonging to Ganni Ranganayakulu, bounded on the north by No. 327-5 B; east and south by Nos. 332-2, west by No. 326-3 B	0·01
Ryotwari, dry, R.S. No. 328-4 B, belonging to Matukumilli Janaki and Jagapati, bounded on the north by No. 328-4 A, east by No. 328-5 B, south by No. 328-7 B; west by No. 328-4 A	0·03
Ryotwari, dry, R.S. No. 328-4 C, belonging to Matukumilli Janaki and Jagapati, bounded on the north by No. 328-4 A; east by No. 329, south by No. 326-4 B; west by No. 328-4 A	0·02
Ryotwari, wet, R.S. No. 328-5 B, belonging to Desari Ashayya, bounded on the north by No. 328-5 A & 4-C; east and south by No. 328-6 C; west by No. 328-5 A & 4-B	0·13
Ryotwari, wet, R.S. No. 328-7 B, belonging to Matukumilli Janaki and Jagapati, bounded on the north by No. 328-7 A & 4-B, east and south by No. 326-7 C; west by No. 327-4 B	0·14
Ryotwari, dry, R.S. No. 328-1 B, belonging to Maka Venkayya of Teki and Vinjamuri China Seshayya of Rangam, bounded on the north by No. 373-6 A, east by No. 373-6 B; south by No. 373-1 C; west by No. 374	0·06
Ryotwari, dry, R.S. No. 373-2 B, belonging to Ganni Mangamma, bounded on the north by No. 373-2 A, east by No. 373-3 B; south by No. 373-2 C; west by No. 373-1 B	0·07
Ryotwari, dry, R.S. No. 373-3 B, belonging to Vatturi Pullayya, bounded on the north by No. 373-3 A, east by No. 373-4 B; south by No. 373-3 C; west by No. 373-2 B	0·06

	Acs.
Ryotwari, dry, R.S. No. 373-4 B, belonging to Vaikuntha Satyam, bounded on the north by No. 373-4 A; east by No. 373-5 B; south by No. 373-4 C; west by No. 373-2 B	0·01
Ryotwari, dry, R.S. No. 373-5 B, belonging to Maka Venkayya, bounded on the north by No. 373-5 A; east by No. 373-6 B, south by No. 373-5 C; west by No. 373-4 B	0·16
Ryotwari, dry, R.S. No. 373-6 B, belonging to Vytla Venkamma, bounded on the north by No. 373-6 A, east by No. 378-7 B & 8 A; south by No. 373-6 C, west by No. 373-5 B	0·09
Ryotwari, dry, R.S. No. 374-1 B, belonging to Maka Venkayya, bounded on the north by No. 374-1 A; east by No. 374; south by No. 374-1 C, west by No. 375	0·29
Ryotwari, dry, R.S. No. 373-7 B, belonging to Vytla Papanna, bounded on the north by No. 373-7 A; east by No. 367; south by No. 373-8 A, west by No. 373-8 B	0·08
Ryotwari, dry, R.S. No. 373-8 A, belonging to Vytla Papanna, bounded on the north by No. 373-7 B; east by No. 367; south by No. 373-8 B; west by No. 373-6 B	0·04
Ryotwari, dry, R.S. No. 367-2 B, belonging to Rattala Venkayya alias Abbaia, bounded on the north by No. 367-2 A; east by No. 358 B, south by No. 367-2 C; west by No. 367-3 B	0·13
Ryotwari, dry, R.S. No. 367-3 B, belonging to Chakari Timmayya, bounded on the north by No. 367-3 A, east by No. 367-2 B & 3 C; south by No. 367-4 B; west by No. 367-3 A	0·05
Ryotwari, dry, R.S. No. 367-4 B, belonging to Chakari Muneyya, being minor, father and guardian Venkanna, bounded on the north by No. 367-3 B; east by No. 367-6 C; south by No. 367-5 B, west by No. 367-4 A	0·07
Ryotwari, dry, R.S. No. 367-5 B, belonging to Chakari Ammanna, bounded on the north by No. 367-4 B, east and south by No. 367-6 C; west by No. 367-5 A	0·10
Ryotwari, dry, R.S. No. 367-6 B, belonging to Idara Muneyya, bounded on the north by No. 367-6 A; east by No. 367-6 B; south by No. 367-6 C; west by No. 373	0·16
Ryotwari, dry, R.S. No. 368-1 B, belonging to Rattala Pattabi, bounded on the north by No. 368-1 A, east and south by No. 368-1 C; west by No. 367 ..	0·41
Total ..	3·13

Fort St. George, September 24, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 11·01 acres, be the same a little more or less, are needed for a public purpose, to wit, for the Rajamundam Branch channel Canal System, Cauvery-Mettur project, and under sections 3 and 7 of the same Act, the Special Deputy Collector, No. I, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, No. I, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk, Shrotriyam Tekkubikkada Padippattanam vattam village.

	Acs.
Karuthathankollai, dry, S. No. and temporary subdivision No. 8-1, Sadikkundar Mahammad Ibrahim Rawuttar, maharajandaram 29, Pangu anandayendam Kuppuswami Nayakar, s. o. Varadhadran, g. Nagu. g. Pethiyan, g. Virappan, Co. Kuppuswami, Kotees Gumasthal, s. Rangan, Perian, Seenu, g. Rangaswami, s. Govindan Kanda Pillai, Co. Ramaswami, s. Pooruswami, Chidambaram Chetti, Co. do. Co, Mahammad Sultan, Co. do Co. Sayad Jamir, Ayyal Ammal, Ahamd Pathu Ammal, s. w. Ja Rut Ammal, Mahammad Darood Marakkayar, Mahammad Pathu Nachya, Mahammad Sekkadi Ummali, Co. do. Mahammad Kasi, Co. Lagu Darood, Sayad, Marakkayar, Shahamad Sekkadi Ammal, Co. do. Mahammad Kasim, Vappa Marakkayar, Avvai Levvai, Mahammad Marakkayar and Mahammad Marakkayar, bounded on the north by Sendukottai, east by No. 1-2 & 3, south by No. 1-4 and shrotriyam, dry; west by shrotriyam, dry	0·44

	Acs.
Chinna Pottana manai, dry, S. No. and temporary subdivisions No 1-2, Rudikkandar Ge. Pazhuli Marakkayar, otherwise and mortgagee of Kadir Mohaddin, melvaramdara same as against S. No. 1-1, bounded on the north by Sankakottai and shrotriyam, dry, east by shrotriyam, dry, south by No. 1-3; west by No. 1 1	0·24
Chinna Pottana manai, dry, S. No and temporary subdivision No 1-3, kudikkandar Muhammad Pathumai Nachiya, wife of Ge. of Ge. Muhammad Mastan, melvaramdara, same as against S. No. 1-1, bounded on the north by No. 1-2 and shrotriyam, dry; east by shrotriyam, dry, south by No. 1-4 & 6, west by No 1-2 & 4	0·10
Karuthkankulai, dry, S. No and temporary subdivision No 1-4, kudikkandar of. Mathen Marakkayar, melvaramdara, same as against S. No. 1-2, bounded on the north by No. 1-2 & 3; east by No. 1-3 & 6, south by No 1-5 and shrotriyam, dry; west by shrotriyam dry	0·14
Mallanthendi, dry, S No. and temporary subdivision No. 1-5, kudikkandar Kuppuswami Nayakar, melvaramdara, same as against S No. 1-1, bounded on the north by No. 1-3 & 4, east and south by No. 2-1 and shrotriyam, dry, west by No. 1-4 and shrotriyam, dry	0·41
Mallanthendi, dry, S No. and temporary subdivision No 2-1, kudikkandar Kuppuswami Nayakar, melvaramdara, same as against S No. 1-1, bounded on the north by No 1-5 and shrotriyam, dry; east by shrotriyam, dry, south by No 2-2 and shrotriyam, dry; west by No 1-5 and shrotriyam, dry ..	0·38
Mallanthendi, dry, S. No. and temporary subdivision No 2-2 kudikkandar Haji Sayad Kanni Marakkayar melvaramdara, same as against S No. 1-1, bounded on the north by No 2-1 and shrotriyam, dry; east by No. 2-3 and shrotriyam, dry; south and west by shrotriyam, dry	0·39
Puliyanthittaikkai, dry, S No. and temporary subdivision No. 2-3, kudikkandar Muhammad Abdul Kadir Marakkayar, melvaramdara same as against S No 1-1, bounded on the north by shrotriyam, dry; east and south by No 2-4 and shrotriyam, dry, west by No. 2-2 and shrotriyam, dry ..	0·32
Maniyam, dry, S. No and temporary subdivision No. 2-4, Isvarandar Palamatha Ambalakaran, otherwise Muhammad Sultan, bounded on the north and east by No 2-5; south and west by shrotriyam, dry	0·07
Othamavadikollai, dry, S. No. and temporary subdivision No 2-5, Iruvarandars 22, Panga anubhavandars Kuppuswami Nayakar, Ge. of Virabhadran, of Sega of Pathiyan, of Virappan, Ge Kuppuswami, Natesa Garukkal, of Rangan, Perun, Seeral, of Rangaswami, of Govinda Kanda Pillai, Ge Ramaswami, of Ponnuswami, Chidambaram Chetti, Ge of. Ge. Muhammad Sulaiman, Ge. of Ge Sayal Amar, dyisa Ammal, Ahamad Pathu Ammal of Je Bivi Ammal, Muhammad Davood Marakkayar, Muhammad Sathu Nachiya, Muhammad Sekkadi Ammal, Ge. of Muhammad Kanni, Ge Sheik Davood, Sayad Marakkayar, Muhammad Sekkadi Ummal, Ge. of Muhammad Kanni, Vappa Marakkayar, Ammu Levvai, Muhammad Marakkayar and Muhammad Marakkayar, enjoyer Ramaswami Kanda Pillai, bounded on the north by No. 2-4 and shrotriyam, dry; east by Nos. 2-7 and 3-1 and shrotriyam, dry; south by No. 3 1 and shrotriyam, dry; west by No. 2-4 and shrotriyam, dry ..	0·61
Othamavadikollai, dry, S. No. and temporary subdivision No. 2-7, Iruvarandar same portion as above against S No 2-5, enjoyer of Kudiyaram Thangaperumal Ambalagaran, bounded on the north by shrotriyam, dry; east by No 3-2 A and shrotriyam, dry, south by No. 3-2 A; west by No 2-5	0·10
Othamavadi kollai, dry, S. No and temporary subdivision No 2-1, Iruvarandars, etc., same as S. No 2-5, bounded on the north by No. 2-3; east by No 3-2 A & 2 C; south by No. 3-1; west by No. 2-6 and shrotriyam dry	0·06
Othamavadi kollai, dry, S. No and temporary subdivision No. 2-3 A, Iruvarandars, etc., same as S. No 2-7, bounded on the north by No 2-7 and shrotriyam dry; east by No. 3-2 B and shrotriyam dry, south by No. 3-2 C; west by Nos. 2-7 and 3-1.	0·01
Othamavadi kollai, dry, S. No. and temporary subdivision No 3 2 B, Iruvarandars, etc., same as S. No. 2-6, bounded on the north and east by shrotriyam dry, south by No 3-2 C; west by No. 3-2 A & 2C	30d sq. links.

	Acs.
Athikarai kollai, dry, S. No. and temporary subdivision No. 3-2 C, Iruvarandars, etc., same as against S No 2-6, enjoyer of Kudiyaram Kannuswami Ambalagaran, bounded on the north by No. 3-2 A & 2 B and shrotriyam dry; east by No 4-2 B & 2 and shrotriyam dry; south by No. 3-5; west by No. 3-1	9 24 and 700 sq. links.
Athikarai kollai, dry, S. No. and temporary subdivision No. 3-3, Iruvarandars, same as against S. No. 2-6, enjoyer kudiyaram Kannuswami Ambalagaran, mortgagee Vappa Marakkayar, bounded on the north and east by shrotriyam dry; south by No. 3-5; west by Nos. 3-2 C & 6 ..	0 02
Athikarai kollai, dry, S. No and temporary subdivision No 3-4 Iruvarandars, same as against S. No 2-6, enjoyer kudiyaram Muradan Ambalagaran, bounded on the north by No. 3-1; east by No. 3-5; south by No. 3-7; west by shrotriyam dry	0·03
Athikarai kollai, dry, S. No. and temporary subdivision No 3-5, Iruvarandars, etc., same as against S. No. 2-6, bounded on the north by No. 3-2 C & 3; east by No. 3-3 & 6; south by No. 3-7; west by No 3-4	0·28
Athikarai kollai, dry, S. No and temporary subdivision No 3-6, Iruvarandars, same as against S. No. 2-6, enjoyer Ponnuswami Ambalagaran, bounded on the north and east by shrotriyam dry; south by No. 3-7; west by No. 3 5	0·05
Athikarai kollai, dry, S. No. and temporary subdivision No 3-7, Iruvarandars same as against S. No. 2-6, enjoyer kudiyaram Marudan Ambalagaran, bounded on the north by No. 3-4, 5 & 6; east by No. 3-6 and shrotriyam dry; south by No. 3-8, west by shrotriyam dry	0·11
Hanumar manyam, dry, S. No and temporary subdivision No 3-8, kudikkandar of Chinniyan Ambalagaran, melvaramdar Sri Ilangomar Kuvil at Rajamadam, bounded on the north by No. 3-7; east by shrotriyam dry; south by No. 3-9; west by No 3-7 and shrotriyam dry	0·21
Athikarai vambai, dry, S No and temporary subdivision No. 3-9, kudikkandar Kuppuswami Nayakar, melvaramdara, same as against S No. 1-1, bounded on the north by No. 3-8, east by No. 3-11 and shrotriyam dry; south by Nos. 3-10 and 4-1, west by shrotriyam dry	0·34
Athikarai vambai, dry, S. No. and temporary subdivision No. 3-11, Iruvarandar Natesa Garukkal, bounded on the north and east by shrotriyam dry; south by No 4-2; west by No. 3-9	0·02
Athikarai vambai, dry, S. No. and temporary subdivision No 4-1, kudikkandar Kuppuswami Nayakar, melvaramdar same as against S. No. 1-1, bounded on the north by No 3-9; east by No. 4-2, south by No. 4-3, west by No. 3-9 ..	0·02
Athikarai vambai, dry, S. No. and temporary subdivision No, 4-2, Iruvarandar Natesa Garukkal, bounded on the north by No. 3-11; east by shrotriyam dry, south by No. 4-3; west by No. 4-1 ..	0·01
Nallathanar kollai, dry, S. No. and temporary subdivision No. 4-4 A, kudikkandar Kuppuswami Nayakar, melvaramdar same as against S. No 1-1, bounded on the north by No 4 3; east by shrotriyam dry, south by No. 4-4 B; west by shrotriyam dry	1·44
Oyamari kollai dry, S. No. and temporary subdivision No 4-4 B, kudikkandar Kuppuswami Nayakar, melvaramdars Kuppuswami Nayakar and 23 panga anubhavandars entered against S. No. 1-1, bounded on the north by No. 4-4 A; east by shrotriyam dry, south by No. 5-1; west by shrotriyam dry ..	0 26
Keil kollai dry, S. No. and temporary subdivision No. 5-2, kudikkandar Ge. of. Ge. Mahamad Zeinuddin Marakkayar, mortgagee Chidambaram Chetti, melvaramdars, same as against S. No. 1-1, bounded on the north by No. 5-1 and shrotriyam dry, east by shrotriyam dry; south by No. 5 3; west by No. 5-1	0·14
Kalla pallam wet, S. No and temporary subdivision No 5-4, kudikkandar Kuppuswami Nayakar, melvaramdars same as against S. No 1-1, bounded on the north by No. 5-3, east by Nos 5-3, 5-5 and 5-6; south by No. 5-6, west by shrotriyam wet ..	0·01
Keil kollai dry, S. No. and temporary subdivision No. 5-5, iruvarandar Sri Mahalavanesvaraswami temple, trustee Natesa Garukkal and Kuppuswami Nayakar, bounded on the north and east by No. 5-3 and shrotriyam dry; south by No. 5-6; west by No. 5-4	0·06

	Ars.
Aniya Pillai, wet, S. No. and temporary subdivision No. 6-7, kudikhandar Muhammad Pathummal Nachiya, wife of Gr. gr. Gr. Muhammad Mastkan, melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 5-6; east by No. 6-3 and 6-1, south by No. 6-1; west by shrotriyam wet ..	0·25
Aniya Pillai, thoppu dry, S. No. and temporary subdivision No. 5-6, kudikhandar Muhammad Marakkayar, melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 6-5; east by shrotriyam dry No. 6-2; south by No. 6-2, west by Nos. 5-6 and 5-7	0·36
Aniya Pillai, wet, S. No. and temporary subdivision No. 6-1, kudikhandar Muhammad Pathumal Nachiya, wife of Gr. gr. Gr. Muhammad Mastkan, melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 6-7, east by No. 6-2; south by shrotriyam wet and No. 6-3; west by No. 5-7 and shrotriyam wet	0·08
Aniya Pillai, thoppu dry, S. No. and temporary subdivision No. 6-2, kudikhandar Muhammad Marakkayar, melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 6-3, east by shrotriyam dry; south by No. 6-3; west by Nos. 5-8 and 6-1	0·24
Thanneyayi kollai, dry, S. No. and temporary subdivision No. 6-8, kudikhandar Shaik Davood Mavullai, mortgagee Rathnam Chetti, melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 6-1 and 6-2; east by shrotriyam dry; south by shrotriyam dry No. 6-4 and 6-6; west by shrotriyam dry	1·00
Thandavan kollai dry, S. No. and temporary subdivision No. 6-5, kudikhandar Muhammad Mariyammal, wife of Gr. gr. Gr. Muhammad Zam Zadhu Marakkayar, melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 6-6, east by No. 6-5, south and west by shrotriyam dry ..	0·05
Thandavan kollai dry, S. No. and temporary subdivision No. 6-6, kudikhandar Muhammad Sakkhi Marakkayar melvaramdaru, name as against S. No. 1-1, bounded on the north by No. 6-5; east by shrotriyam dry; south by shrotriyam dry and No. 7; west by No. 6-5 and shrotriyam dry ..	0·12
Total ..	11 01

Jeddar.—Mohammadpuram chatram, trustee—President, District Board, Tanjore.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the construction of a Public Works Department lascar's shed, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of the section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the Revenue Divisional Officer, Ariyalur and his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the same Act, the Governor in Council appoints the Revenue Divisional Officer, Ariyalur, to perform the functions of a Collector under section 5-A of the Act.

Tiruchirapalli district, Udaiyarpalaiyam taluk, Inam Tirumanur village.

	Acres.
Unenfranchised religious serving Inam, dry, S. No. 436 part, belonging to 1. Alandurayanayakar Kilapalur represented by their trustees for the time being Nataraja Pillai and Velayudha Mudaliyar 2. Sri Kalpagathayanayakar of Inam Tirumanur represented by its trustees for the time being Pandurangaya Pillai and (3) Govindam Pillai (counter-claimant), bounded on the north by S. No. 435 part (including the cattle pound); east, south and west by S. No. 436 part	19

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for raising and strengthening the left bank of the Vettar, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorises the Sub-Collector, Negapatam, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the same Act the Governor-in-Council appoints the Sub-Collector, Negapatam, to perform the functions of a Collector under section 5 (a) of the Act.

Tanjore district, Negapatam taluk, No 13, Odacheri village.

	Approximate extent, Acs.
Government, wet, S. No. 33-2 part, belonging to 107. Kengayamma Pillai, bounded on the north by No. 31-2 part; east by No 33-4; south by No. 27A Vettar; west by No. 33-2 part	0·01
Government, wet, S. No. 33-3 part, belonging to 110. Kaiyanasundaram Pillai, Enjoyer Murugiah Pillai, bounded on the north by No 33-3 part; east by Nos 33-19 and 18; south by No 33-5; west by No. 33-3 part	4 37
Government, wet, S. No 33-4 part, belonging to 110. Periyanayagam, bounded on the north by No. 33-4 part, east by No. 33-5, south by No 27A Vettar; west by No. 33-2	0·26
Government, wet, S. No 33-5 part, belonging to 10th Nitesa Pillai, Manikkam Pillai, Thandavaraya Pillai, Srinivasa Pillai, Kandasami Pillai, managing banker Kalyanasundaram Pillai, Kanakambal Pillai, Jambunatha Pillai, Mathuram, Sundaram, Parvatavani Pillai, Ambrose, Irulyaya, P. Vythilingam Pillai, Raja Pillai, Nallathi, Rajagopal Pillai, Periya Mangathathi, Kannamma, Pillai, Narayanaswami Pillai, Sami Raja Pillai, managing member, Subbaraya Pillai, Kathambayee Pillai, A. Periyanayagam, Loganayal, Rajayya Sivanandam Pillai, Varadhadra Pillai, Seeranguthathi, Murugiah Pillai, Salambal, Muthia Pillai, Ayyaswami Pillai, Arukyam, wife of Pichukkaran Veera Mahali, A. Marimuthu, Mariyappa Nadar, Govinda Pillai, Man Mathathi, bounded on the north by No. 33-6 part and 3, east by No. 33-14; south by No. 27 Vettar; west by No. 33-4 ..	0·14
Government, wet, S. No. 33-13 part, belonging to 296. Ayyaswami Pillai, bounded on the north by No. 33-13 part; east and south by No. 33-14; west by No. 33-3	0·23
Government, wet, S. No. 58-1 part, belonging to 117. Sharifaja Pillai, bounded on the north by No. 58-1 part; east by No. 58-2, south by No. 59, west by No. 271	0 12
Government, wet, S. No 58-2 part, belonging to 236. Sivanandam Pillai, Enjoyer Abdul Rahuman Rawthan, bounded on the north by No. 58-2 part; east by No. 58-4; south by No. 49, west by No. 58-1	0·02
Government, wet, S. No 60-3 part, belonging to 116. Matharam, bounded on the north by No. 60-3 part, east by No 60-4; south by No 271; west by No. 61	0·03
Government, wet, S. No. 60-4 part, belonging to 114 Srinivasa Pillai, bounded on the north by No 60-4 part, east by No. 60-5, south by No. 271; west by No. 60-3	0·04
Government, wet, S. No. 60-5 part, belonging to 143. Kanagambal Pillai, bounded on the north by No. 60-6 part; east by No. 60-6, south by No. 271; west by No 60-4	0 04
Government, wet, S. No 60-6 part, belonging to 137 Nateea Pillai, Sundarathathi, bounded on the north by no. 60-5 part; east by No. 60-9, south by No 271, west by No. 60-5	0·01
Government, wet, S. No. 60-9 part, belonging to 287. Seventhan Sambau, bounded on the north by No. 60-8 part; east by No 60-10; south by No 271, west by No. 60-6	0·03
Government, dry, S. No. 60-10 part belonging to 111 Srinivasa Pillai bounded on the north by No. 60-10 part, east by No. 60-11, south by No. 271; west by No. 60 9	0·05
Government, wet, S. No. 60-11 part, belonging to 295. Manikkam Pillai, bounded on the north by No. 60-11 part; east by No. 60-14, south by No. 271; west by No. 60-10	0·03
Government, wet, S. No. 60-14 part, belonging to Periyanayagam, Pachaia Pillai, Thandavaraya Pillai, Singarava Pillai, Manikkam Pillai, and Murugiah Pillai, bounded on the north by No. 60-14 part, east by No. 60-16, south by No. 271; west by No. 60-11	0·06

	Acs.
Government, wet, S. No. 60-16 part, belonging to 348 Ambrose bounded on the north by No. 60-16 part; east by No. 60-17; south by No. 271; west by No. 60-14	0·03
Government, wet, S. No. 60-17 part, belonging to 114, Srinivasa Pillai, bounded on the north by No. 60-17 part; east by No. 60-18; south by No. 271; west by No. 60-16	0·08
Government, wet, S. No. 60-18 part, belonging to 238 Ayyaswami Pillai, bounded on the north by No. 60-18 part, east and south by No. 271, west by No. 60-17	0·01
Government, wet, S. No. 105-7 part, belonging to 39, Sattaya Pillai and Tyagaraja Pillai, bounded on the north by No. 105-7 part; east by Nos. 81 and 271, south by No. 272; west by No. 103-8	0·12
Government, wet, S. No. 106-11 part, belonging to 247 Ahmadu, bounded on the north by No. 106-11 part, east by Nos. 271 and 106-8, south by No. 271; west by No. 106-10	0·03
Government, wet, S. No. 106-10 part, belonging to 101 Periyanayagam, bounded on the north by No. 106-10 part; east by No. 106-11, west by No. 106-9, south by No. 271	0·05
Government, wet, S. No. 106-8 part, belonging to 171, Palaniswami Pillai, guardian of minors Ganapathi Arumukham and Sadasivam, bounded on the north by No. 106-9 part, east by No. 106-10; west by No. 106-6, south by No. 271 ..	0·02
Government, wet, S. No. 120-2 part, belonging to 62, Subbaraya Pillai and Kuraichara Pillai, bounded on the north by No. 120-1 part, east by No. 220 D-1; south by No. 220 D-1; west by No. 120-2 part	0·03
Government, wet, S. No. 122-11 part, belonging to 92 Sattaya Pillai, bounded on the north by No. 122-11 part, east by No. 122-13; south by No. 220 C-1; west by No. 122-8	0·01
Government, wet, S. No. 122-13 part, belonging to 116, Tyagaraja Pillai, bounded on the north by No. 122-13 part; east and south by No. 220 C-1; west by No. 122-11	0·04
Total ..	1·40

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for raising and strengthening the banks of Harichandranathi, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorises Revenue Divisional Officer, Mannargudi, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 5 (c) of the same Act the Governor in Council appoints the Revenue Divisional Officer, Mannargudi, to perform the functions of a Collector under section 5 A of the Act.

Tanjore District, Mannargudi taluk,
No. 89. Malavarayanallur village.

	Approximate extent. ACRE.
Government, dry, S.F. No. 89 part, belonging to 116, Gunnadeniga Udayar, Gnanadainga Udayar, guardian to minor, Swaminathan and Balkrishna Udaiyar, bounded on the north by S. No. 89 part, east by Harichandranathi; south by S. No. 50 part; west by S. No. 45	1·87
Government, wet, S. No. 48 part, belonging to same as in S.F. No. 89 part, bounded on the north by S. No. 48 part, east by S. No. 85, south by S. No. 324; west by S. No. 48 part	0·31
Government, wet, S. No. 70 part, belonging to same as in S.F. No. 89 part, bounded on the north by S. No. 325; east and south by S. No. 70 part; west by S. No. 89	3·27
Government, wet, S. No. 66 part, belonging to same as in S.F. No. 89 part, bounded on the north by S. No. 66; east and south by S. No. 89 part; west by S. No. 66-1	0·05
Government, wet, S. No. 67 part, belonging to same as in S.F. No. 89 part, bounded on the north by S. No. 66; east by S. No. 66-1; south by S. No. 67 part; west by S. No. 90	0·05
Government, wet, S. No. 103-3 part, belonging to 113 Legumbai Ammi, bounded on the north by Harichandranathi, east by S. No. 302, south by S. No. 103-4 part; west by S. No. 103-1 ..	0·01
Government, wet, S. No. 303-2 part, belonging to 88, Kottai Rangaswami Mudaliyar's estate managing trustee G. Balkrishna Mudaliyar, bounded on the north by Harichandranathi; east by S. No. 303-3, south by S. No. 303-2 part; west by S. No. 303-4	0·04
Government, wet, S. No. 304-4 part, belonging to 113, Legumbai Ammi, bounded on the north by Harichandranathi; east by S. No. 303-1; south by S. No. 304-4 part, west by S. No. 304-3 ..	0·03
Government, wet, S. No. 304-1 part, belonging to 88, Kottai Rangaswami Mudaliyar's Estate managing trustee G. Balkrishna Mudaliyar, bounded on the north by Harichandranathi; east by S. No. 304-4; south by S. No. 304-4 part, west by S. No. 307-4	0·04

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 6·35 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project; and under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk,
No. 146. Kulamangalam village.

	Acs.
Government, manavari, S. No. 97 A-7 part, T.S. No. 97 A A-6 B, belonging to 176, Ramu Thondaman, bounded on the north by T.S. Nos 97 A A-6 B and 100 A-12 A; east by T.S. No. 97 A A-6 C and 100 A-12 A; south by R.S. No. 173, west by T.S. No. 97 A A-5 A	0·14
Government, manavari, S. No. 97 A-6 part, T.S. No. 97 A A-6 B, belonging to 41, Ayyaru Thondaman and Natesan Thondaman, bounded on the north by T.S. No. 97 A A-4 A; east by T.S. No 100 A-6 B & 12 A, south by T.S. No. 97 A A-6 B; west by T.S. No. 97 A A-4 A ..	0·09
Government, dry, S. No. 100 A-12 part, T.S. No. 100 A-12 A, belonging to 81 Soranam and Veerasami, being minor, guardian and mother Chinnathal, bounded on the north by T.S. No. 100 A-6 B, east by T.S. No 100 A-12 B; south by T.S. Nos 100 A-12 B and 97 A A-6 B, west by T.S. No. 97 A A-6 B & 6-B	0·04
Government, dry, S. No. 100 A-6 part, T.S. No. 100 A-6 B, belonging to 72, Ayyaru Thondaman, bounded on the north by T.S. No. 100 A-6 A & 5-B, east by T.S. No. 100 A-6 C, south by T.S. No. 100 A-6 C & 12-A; west by T.S. Nos. 106 A-3 A and 97 A A-6 B	0·17
Government, manavari, S. No. 100 A-3 part, T.S. No. 100 A-3 E, belonging to 109 Vythilinga Kulingaraa and Angammathe Servai (Unfortunately courtzigned), bounded on the north by T.S. No. 100 A-3 A, east by T.S. No. 100 A-3 C, 6 A & 4 E; south by T.S. No. 100 A-3 C & 6 E; west by T.S. No. 100 A-3 A	0·19
Government, dry, S. No. 100 A-6 part, T.S. No. 100 A-6 A, belonging to 11, Krishna Kaingarar and Rangasami Kaingarar, bounded on the north by T.S. No. 100 A-4 B; east and south by T.S. No. 100 A-6 B, west by T.S. No. 100 A-3 E ..	0·01
Government, dry, S. No. 100 A-4 part, T.S. No. 100 A-4 E, belonging to 89, Soranam, Veerasami, being minor, mother and guardian Chinnathal, bounded on the north by T.S. No. 100 A-4 A; east by T.S. No. 100 A-6 B & 4 C; south by T.S. No 100 A-4 C & 5 A; west by T.S. No. 100 A-4 A & 5 B	0·24
Government, dry S. No. 100 A-6 part, T.S. No. 100 A-6 B & C, belonging to 350 Rengam Thondaman, Govindan Thondaman and Narayanasami Sami owner, guardian and mother Ratnam, bounded on the north by T.S Nos 100 A-6 A and 107-1 E; east by T.S. No. 101 A-1 A; south by T.S. No. 100 A-6 D; west by T.S. Nos. 100 A-5 A & 4 B	0·16

Government, dry, S. No. 101 A-1 part, T.S. No. 103 A-1 A, belonging to 301 Panchali, bounded on the north by T.S. No. 107-1 E; east by T.S. No. 101 A-3 B; south by T.S. No. 101 A-1 B; west by T.S No 100 A-5 C .. .. .. 0·14

Government, dry, S. No. 101 A-3 part, T.S. No. 101 A-3 B, belonging to 149 Paminatha Thondaman, bounded on the north by T.S. Nos. 101 A-3 A and 107-1 C; east by T.S No. 101 A-4 A; south by T.S. No. 101 A-3 C; west by T.S Nos. 101 A-1 A and 103 A B .. .. .. 0·11

Government, dry, S No 101 A-4 part, T.S No. 101 A-4 A, belonging to 153. Nachyana Thondaman being minor, guardian and mother Koothayee and N. Ayyan Thondaman, bounded on the north by T.S No. 107 1 C; east by T.S No. 101 A-5 A; south by T.S No 101 A-4 B, west by T.S. No. 101 A-3 B .. .. 0·11

Government, dry, S. No 101 A-5 part T.S No. 101 A-5 A, belonging to 151. Ramasamy Thondaman, bounded on the north by T.S No 107-1 C; east and south by T.S. No 101 A-5 B, west by T.S No. 101 A-4 A .. .. 0·02

Government, dry, S. No. 102 A-1 part, T.S No. 102 B-1 A, belonging to 41h Gudumbira Kaluganny and Vythilinga Kalingaray, bounded on the north by T.S. No 107-1 E; east and south by T.S No 102 A-1 B, west by T.S. No. 107 1 E .. 0 32

Government manavari, S No 109-16 part, T.S No 109-16 B belonging to 107. Krishnan Thondaman, bounded on the north by T.S. No 109 16 A; east by T.S. No 109-17 B; south by T.S. No. 109-16 C, west by T.S No. 107-1 E .. 0·15

Government, dry, S. No. 109-17 part, T.S. No 109-17 B, belonging to 28. Srinivasa Thondaman, bounded on the north by T.S No. 109 17 A; east by T.S. No. 109 B-6 F & S, south by T.S No. 109-17 C; west by T.S No. 109-16 B .. .. 0·14

Government, manavari, S. No 108 B-8 part, T.S, No. 108 B-8 B, belonging to 381 Annamalayar, bounded on the north by T.S No 108 B-5 B & A, east by T.S No 108 B-8 A & 8 B; south by T.S No 108 B-8 C & 14 A, west by T.S. Nos. 108 B-8 B & C and 109-17 B .. .. .. 0·29

Government, manavari, S. No 108 B-9 part, T.S. No. 108 B-9 B, belonging to 159 Olagan Thondaman, Singaravelu Thandaman and Arumuga Thondaman, bounded on the north by T.S No 108 B-9 A; east by T.S No. 108 B-9 A & 16 B, south by T.S No. 108 B-15 B; west by T.S No. 108 B-8 B .. .. 0·14

Government, manavari, S. No. 108 B-14 part, T.S. No. 108 B-14 B, belonging to 122. Andiappa Thondaman, bounded on the north and east by T.S. No 108 B-14 A, south by T.S. No 108 B-19 B, west by T.S No 108 B-9 B 0 01

Government, dry, S No 103 A-1 part, T.S. No. 103 A-1 A, belonging to 509. Kannusami Thondaman, bounded on the north by T.S Nos. 103 B-18 D and 107-1 G, east by T.S Nos. 107-1 G and 103 A-2 B; south and west by T.S Nos. 103 A-1 B .. .. 0·32

Government, dry, S. No. 103 A-2 part, T.S. No. 103 A-2 B, belonging to 107 Sivasami Thondaman, Kumaran Chettiyar and Krishnaswami Chettiyar (usufructuary mortgagee), bounded on the north by T.S. Nos. 107-1 G and 103 A-3 A, east by T.S. Nos. 107-1 H and 103 A-3 B; south by T.S. No. 103 A-2 C; west by T.S. No. 103 A-1 A .. .. 0·26

Government, dry, S. No. 103 A-3 part, T.S No. 103 A-3 B and several bit 3 A, belonging to Narayana Thondaman Sriwasan, being minor, guardian and mother Rakam, bounded on the north by T.S. No. 107-1 H, east by T.S. No 103 A-4 B, south by T.S, No. 103 A-3 B; west by T.S. No. 103 A-2 B .. .. 0·18

Government, dry, S. No. 103 A-4 part, T.S. No. 103 A-4 B, belonging to 585 Sivasami Thondaman and Krishna Thondaman, bounded on the north by T.S. No. 103 A 4 A, east by T.S. No 105 A-7 B; south by T.S. No. 103 A-4 C; west by T.S No. 103 A-3 B .. .. 0·18

Government, dry, S. No 105 A-2 part, T.S. No. 105 A-2 B, belonging to 47 N. Andiappa Thondaman, A. Andiappa Thondaman and Dharmalinga Thondaman (usufructuary mortgagee), bounded on the north by T.S. No 104 A-2 A; east by T.S. No. 104-12 B, south by T.S. No. 105 A-2 C, west by T.S. No. 103 A-4 B .. .. .. 0·29

Government, manavari, S No. 108-11 part, T.S No. 108-11 B, belonging to 643. Shanmuka Akthondaman, Sadasiva Thondaman and Natesa Thondaman, bounded on the north by T.S No. 106-11 A; east by T.S. No. 106-13 B; south by T.S. No. 106-11 C; west by T.S. No. 106 A-2 B .. .. 0·45

Government, dry, S No. 79 A-2 part, T.S No 79 A-2 B, belonging to 49. Sethappan Thondaman and Rengan Thondaman, bounded on the north by T. S. No. 79 A-2 A; east by T.S. No 79 A-2 A & 4 B, south by T.S No 79 A-2 C & 4 D; west by T.S Nos. 79 A-2 C and 108-13 B 0 45

Government, dry, S. No. 79 A-4 part, T.S. No. 79 A-4 B, belonging to 93 Kalasiyyan Thondaman, bounded on the north by T.S No. 79 A-2 B, east by T.S No. 79 A & B, south by T.S No 79 A-4 A and 79 B-2 A; west by T.S No. 79 A-4 A & 2 B 0 32

Government, dry, S. No 79 A-5 part, T.S. No. 79 A-5 B, belonging to 7. Chinnasami Thondaman and Natesa Thondaman, bounded on the north by T.S. No. 79 A-5 A, east by T.S., No. 79 A-5 A & B B, south by T.S No 79 B-2 A and 79 C-1 A; west by T.S No. 79 A-3 B & 4 B .. .. 0·19

Government dry, S. No. 79 A-6 part, T.S, No 79 A-6 B, belonging to 44. Sivasami Thondaman, bounded on the north and east by T.S No. 79 A-6 B; south by T.S. No. 79 C-1 A; west by T.S. No 79 A-6 B 0 02

Government, dry, S No 79 B-2 part, T.S. No. 79 B-2 A, belonging to 37. Mahalinga Thondaman, bounded on the north by T.S. No. 79 A-6 & 4 E, east by 108, No. 79 C-1 A; south and east by No. 79 B-2 B .. .. 0·03

Government, dry, S No. 79 C-1 part T.S. No. 79 C-1 A & B, belonging to 107. Sivasami Thondaman, Kumaran Chettiyar and Krishnan Chettiyar (usufructuary mortgagee), bounded on the north by T.S. No 79 A-6 E & B B, east by T.S. No 79 C-2 A & 2 A; south by T.S No. 79 C-1 C; west by T.S. No. 79 C-1 C and 79 B-2 A .. 0 19

Government, dry, S No. 79 C-3 part, T.S No. 79 C-3 B; belonging to 101 Ayyasami Thondaman, bounded on the north by T.S No. 79 C-3 A & B C; east by T.S. No. 79 C-3 C & 4 B, south by T. S No. 79 C-3 A, 4 B & 4 A; west by T.S. No. 79 C-3 A & 1 B .. .. 0·12

Government, dry, S. No. 79 C-4 part, T.S. No 79 C-4 A, belonging to 467 Govindammal, Ramasami Thondaman and Ratnam, bounded on the north by T.S No 79 C-3 B, east by T.S No. 79 C-5 A, south and west by T.S. No. 79 C-4 B .. .. 0·05

Government, dry, S. No 79 C-5 part, T.S No 79 C-5 E, belonging to 107. Sivasami Thondaman, Kumaran Chettiyar and Krishnan Chettiyar (usufructuary mortgagee), bounded on the north and east by T.S No. 79 C-6 A; south by T.S. No. 79 C-6 A & 8 B, west by T.S. No. 79 C-3 E .. .. 0·02

Government, dry, S. No 79 C-6 part, T.S. No 79 C-6 A, belonging to 107. Sivasami Thondaman, Kumaran Chettiyar and Krishnan Chettiyar, (usufructuary mortgagee) bounded on the north by T.S. No 79 C-6 E, east by T.S. No 79 C-6 B; south by T.S. No. 79 C-6 B & 7 E; west by T.S. No. 79 C-3 B & 4 E 0 07

Government, dry, S. No. 79 C-7 part, T.S No 79 C-7 B, belonging to 82 Tulasi Sivasami Thondaman, Kumaran Chettiyar and Krishnan Chettiyar (usufructuary mortgagee), bounded on the north by T.S. No. 79 C-8 A; east by T.S No. 79 C-8 E; south and west by T.S No 79 C-7 A .. 0·01

Government, dry, S No. 79 C-8 part, T.S. No. 79 C 8 B belonging to 21. Ramasami Thondaman, bounded on the north by T.S No. 79 C-8 E & A; east by T.S. No. 79 C-8 A & 13 A; south by T.S No 79 C-8 C & 18 B; west by T.S. No. 79 C-8 A & 7 E 0 17

Government, dry, S No 79 C-10 part, T.S. No 79 C-10 A, belonging to 101 Ayyasami Thondaman, bounded on the north and east by No. 79 C 10 B; south by T.S No. 79 C-16 B & 16 A; west by T.S. No. 79 C-8 E .. .. 0·14

Government, dry, S No 79 C-15 part, T.S. No. 79 C-15 E, belonging to 201. Ratnasami Thondaman, bounded on the north by T.S No 79 C-8 B & 10 A, east by T.S. No 79 C-16 A, south by T.S. No. 79 C-17 B, west by T.S. No. 79 C-14 A .. 0 11

Government, dry, S. No. 79 C 16 part, T.S. No 79 C-16 A, belonging to 35. Ramasamy Thondaman, bounded on the north by T.S. No. 79 C-10 A; east by T.S. No 79 C-16 B; south by T.S No. 79 C-17 B; west by T.S. No. 79 C-16 B .. 0 18

Government, dry, S. No 79 C-17 part, T.S No. 79 C 17 B, belonging to 1. Natesa Thondaman, bounded on the north by T.S No 79 C-16 B & 16 A, east by T.S No 78-2 B; south by T.S. No. 79 C-18 B, west by T.S. No. 79 C-17 A .. 0 18

Total .. 5·35

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 2·49 acres, be the same a little more or less, is needed for a public purpose, to wit, for the Canal System, Cauvery-Mettur Project, and under sections 3 and 7 of the same Act, the Special Deputy Collector No. I, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. I, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk, Padirankottai zamin, Enadi village.

Rajamadam Branch No 15 Channel.

	Acs.
Zamindari, manantharu punjai, dry, S. No. and temporary subdivision No. 22-1, Iruvanandhu Chatram, Sakkottai; trustees s. s. r. s. ye Ulagappa Chetti and s. a. s. Arunachalam Chetti, bounded on the north by No 17 3; east by a min lands, south by No. 22-2; west by zamin lands.	0·15
Zamindari, edayirappu punjai, dry, S. No and temporary subdivision No. 22-2, kudikkandidar s. Palani Velan, bounded on the north by No 22-1; east by zamin lands; south by No 22-3, west by zamin lands	0·09
Zamindari, edayirappu punjai, dry, S. No. and temporary subdivision No 22-3, kudikkandidar s. ve. Amin Ravuttan, disputed by Govindaswami Chetti and Chokkalinga Chetti, bounded on the north by No 22-2, east by zamin lands; south by No. 22-4, west by zamin lands	0·18
Zamindari, edayirappu punjai, dry, S. No. and temporary division No 22-4, kudikkandidar s. ve. Mirasa Ravuttan, bounded on the north by No. 22-3; east by zamin lands; south by No. 22-5; west by zamin lands	0·11
Zamindari, edayirappu punjai, dry, S. No. and temporary subdivision No 22-5, kudikkandidar Co. Kasim Ravuttar, bounded on the north by No. 22-4, east by zamin lands, south by No. 22-6; west by zamin lands	0 12
Zamindari, edayirappu punjai, dry, S. No. And temporary subdivision No. 22-6, kudikkandidar s. ve. Amir Ravuttar, bounded on the north by No 22-5; east by zamin lands, south by No. 22-7; west by zamin lands	0·04
Zamindari, edayirappu punjai, dry, S. No. and temporary subdivision No 22-7, kudikkandidar s. ve Mirasa Ravuttar, bounded on the north by No 22-6, east by zamin lands; south by No 22-8; west by zamin lands	0·09
Zamindari, edayirappu punjai, dry, S. No and temporary subdivision No. 22-8, kudikkandidar Co. Muthuswami Chetti, bounded on the north by No. 22-7, east by zamin lands, south and west by No, 22-9	0·08
Zamindari, edayirappu punjai, dry, S. No. and temporary subdivision No 22-9, kudikkandidar Kunchitya Co Veera Velan, bounded on the north by zamin lands; east by No 22-8 and zamin lands; south by No 22-10, west by zamin lands.	0 07
Zamindari, edayirappu punjai, dry, S. No. and temporary subdivision No. 22-10, kudikkandidar s. Sella Velan, bounded on the north by No 22-9; east by No. 22-9 and zamin lands; south by No. 23-1; west by zamin lands	0·02
Zamindari, edayirappu punjai, dry, S. No and temporary subdivision No. 23-1, kudikkandidar s. Sella Velan, bounded on the north by No 22-10; east by zamin lands; south by No. 23-2 & 3; west by zamin lands	0·12
Zamandari, edayirappu punjai, dry, S No. and temporary subdivision No. 23-2, kudikkandidar Kunchitya Co. Veera Velan, bounded on the north by No. 23-1, east by No 23-9, south by No. 23-9; west by zamin lands	0·03
Zamandari, setti, punjai, dry, S. No and temporary subdivision No. 23-1, kudikkandidar Veerappa Asran, bounded on the north by No. 23-1; east by zamin lands, south by No. 23-4; west by No 23-1, 6 & 9	0·04 & 820 sq. links
Zamindari, chavadi punjai, dry, S. No. and temporary subdivision No 23-4, kudikkandidar Kunchitya Co. Veera Velan, bounded on the north by No 23-3, east and south by zamin lands; west by No 23-9	188 sq. links.

	Acs.
Zamandari, panaiyadi punjai, dry, S. No. and temporary subdivision No. 23-6, kudikkandidar s. Sella Velan, bounded on the north by zamin lands; east by No. 23-9, south by No. 23-6; west by zamin lands	130 sq. links.
Zamandari, panaiyadi punjai, dry, S. No and temporary subdivision No. 23-6, kudikkandidar Co Sella Velan, bounded on the north by No. 23-5, east by No. 23-9; south by No 23-7; west by zamin lands	0·01 & 310 sq. links,
Zamandari, panaiyadi punjai, dry, S. No. and temporary subdivision No. 23-7, kudikkandidar Thiruvengada Velan, bounded on the north by No. 23-6, east by No. 23-9, south by No. 23-8; west by zamin lands	0 02
Zamandari, panaiyadi punjai, dry, S. No and temporary subdivision No. 23-8, kudikkandidar s. Rama Velan, bounded on the north by No. 23-7; east by No 23-9, south by No. 23-10; west by zamin lands	0 05
Zamandari, panaiyadi punjai, dry, S. No and temporary subdivision No 23-9, kudikkandidar Ranga Velan, bounded on the north by No. 23-2; east by No 23-3 and zamin lands, south by No. 23-10; west by No. 23-6, 5, 7 & 8 and zamin lands	0 20
Zamindari, vannankollai, dry, S. No and temporary subdivision No. 23-10, kudikkandar Chenna-thambi alias s. Arunachala Velan, bounded on the north by No. 23 8 & 9; east by zamin lands; south by No 23-11, west by zamin lands	0·03
Zamandari, vannankollai, dry, S. No. and temporary subdivision No. 23-11 kudikkandar minors Veeran and Rangan by guardian Doraraj, otherwise s. Ranga Velan, bounded on the north by No. 23-10; east by zamin lands; south and west by No 24-1	0·01
Zamindari, vannankollai, dry, S. No. and temporary subdivision No. 24-1, kudikkandar minors Veeran and Rangan by guardian Doiyappi, otherwise s. Ranga Velan, bounded on the north by No. 23-11; east by zamin lands; south by No 24-2; west by zamin lands	0·03
Zamindari, vannankollai, dry, S. No. and temporary subdivision No. 24-2, kudikkandar Kunnathara Palani Velan, bounded on the north by No. 24-1; east by zamin lands, south by No 24-3; west by zamin lands	0 18
Zamandari, manakollai, dry, S. No. and temporary subdivision No. 24-3, kudikkandar minor s. Veera Velan by guardian Sellapi, otherwise Kunnathara Palani Velan, bounded on the north by No. 24-2; east by zamin lands; south by No. 24-4 and zamin lands, west by No. 24-1 and zamin lands ..	0·09
Zamandari manakollai, dry, S No. and temporary subdivision No. 24-4, kudikkandar s. Periyathambi Velan, bounded on the north by zamin lands; east by No. 24-3; south by No. 24 5; west by zamin lands	0 05
Zamindari, manakollai, dry, S. No and temporary subdivision No. 24-5, kudikkandar Kannukkara s. Ramaswami Velan, otherwise Venkatachala Chetti, bounded on the north by No 24-3 & 4; east by zamin lands, south by No. 24-6 & 7; west by zamin lands	0 25
Zamindari, manakollai, dry, S. No and temporary subdivision No 24-6, kudikkandar Thirumani Sellakkanan Velan, bounded on the north by No. 24-5; east and south by zamin lands; west by No. 24-7	0·01
Zamandari Esan Velankollai, dry, S No and temporary subdivision No. 24-7, kudikkandar Veerappa Asran, bounded on the north by No 24-8 and zamin lands; east by No 24-6 and zamin lands; south and west by zamin lands	0·20
Total ..	2·49

Malavarayar —s. Co. Chatram, Sakkottai, Trustees s. s. r. s. ye Ulagappa Chetti and s. a. s. Arunachalam Chetti.

Fort St. George, September 17, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·83 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for house-sites to Madigas; and under sections 3 and 7 of the same Act, the District Labour Officer, East Godavari, Cocanada, is appointed to perform the functions of a Collector under

the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, East Godavari, Cocanada, and may be inspected at any time during office hours.

East Godavari district, Peddapuram taluk, Pedamyavaram village.

	Acre.
Ryotwari, dry, S No. 69-2 B, belonging to Alla Veeranna, bounded on the north and east by No. 69-2 A; south by Nos. 70 and 71, west by No. 72.	0·43

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·08 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for a field bodhi; and under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Peddapuram, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Peddapuram, and may be inspected at any time during office hours.

East Godavari district, Ramachendrapuram taluk, Tadipalli village.

	Acre.
Government, wet, R.S. No. 66-2 B, belonging to Mallavarapu Veeranna, Inti Sitramma and Inti Venkamma alias Venkayamma of Korumilli, bounded on the north by No. 66-2 A, east and south by No. 67; west by No. 65	0·03
Government, wet, R.S. No. 66-3 B, belonging to Madavarapu Narayanaswami, Satyanarayana, Chandraram, Chinn Sattiraju being minor brother and guardian Narayanaswami, and Subbaraju's son Bulli Satteraju being minor mother and guardian Raghavamma, bounded on the north by No. 66-3 A; east by No. 68; south by No. 67; west by No. 66-2 B	0·05
Total ..	0·08

Fort St. George, September 25, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 1·94 acres, be the same a little more or less, is needed for a public purpose, to wit, for the canal system of the Cauvery-Mettur project, and under sections 3 and 7 of the same Act, the Special Deputy Collector, No. I, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, No. I, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk, No. 195. Veeramarasampettai village

	Acre.
Dry, S No. 10-1, belonging to 436. Sashthananda Mupparar, and 5 Venkatachala Kodyaharan, bounded on the north by No. 186-1 C; east by No. 10-3, south by No. 10-2; west by No. 186-1 C ..	1·27
Dry, S No. 10-2, belonging to 436 Sashthananda Mupparar, and 5, Venkatachala Kodyaharan, bounded on the north by No. 10-1; east and south by No. 10-3; west by No. 33, Nandavanapatti village	0·67
Total ..	1·94

Fort St. George, September 26, 1929.

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the Special Deputy Collector No. I, Mannargudi, and his subordinates to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the Act, the Governor in Council appoints the said Special Deputy Collector to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the abovementioned officer, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Mannargudi taluk, No 141, Nemmeli village.

		Approximate extent. Acre.
Bear channel to Vadavar Extension channel.		
Government dry, S No. 102 B-11	.. ..	0·39
" S No. 102 B-12	.. ..	0·50
" S No 102 B-13	.. ..	0·10
" S No. 102 B-14	.. ..	0·15
" S. No 102 B-16	.. ..	0·25
" S. No 107 B/A-7	.. ..	0·20
" S. No. 107 B/A-8	.. ..	0·10
" S. No. 107 B/B-5	.. ..	0·01
" S No. 107 B/A-15	.. ..	0·50
" S No 107 B/A 16	.. ..	0·04
" S. No 107 B/A 17	.. ..	0·07
" S. No 107 B/A 5	.. ..	0·10
" S. No. 107 B/A 6	.. ..	0·04
" S. No 107 B/A-9	.. ..	0·05

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector No. I, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act, and, under section 3 (c) of the Act, appoints the Special Deputy Collector No. I, Tanjore, to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the Special Deputy Collector No. I, Tanjore, within thirty days after the issue of this notification, a statement in writing of their objections if any, to the proposed acquisition.

Tanjore district, Pattukkottai taluk, Krishnapuram (Shrotriyam) village.

	Approximate extent. Acre.
Wet, Odaikulathadi manjai	0·06
Wet, Odaikulathadi manjai	0·02
Puramboke, Odaikulam waterspread	2·46
Dry, Ellu manjai	0·59
Dry, Ellu manjai	0·06
Puramboke, Odaikulam water spread	0·50
Puramboke, Odaikulam	2·00
Puramboke, Odaikulam water spread	0·12
Wet, Ramanatha vayal	0·29
Wet, Ramanatha vayal	0·19
Dry, Vathala manjai	0·16
Dry, Vattochai manjai	0·31
Dry, Vattochai manjai	0·21
Dry, Vathala manjai	0·20
Dry, Vathala kollai manjai	0·42

Fort St. George, September 25, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·23 of an acre, be the same a little more or less, is needed for a

public purpose, to wit, for the Ettippukkadu main channel of the Cauvery-Mettur Project; and, under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk,
Zamin Chulagankudikkadu village.

	ACRE.
Zamin, dry, vetti punji, tank, pannaiah Nos. 412 and 418, T S No. 18-9, Iruvarandar M R Ry. Rai Bahadur E Swaminatha Vijia Tavar Avargal, Zamindar of Pappanad, bounded on the north by No. 16-7; east by zamin dry; south by Nos. 16-8 & 10; west by Nos. 16-7 and zamin dry.	0·20
Poramboke, manel punjai, pannaiah No. 404, T S. No. 17-4, Iruvarandar M R Ry. Rai Bahadur E Swaminatha Vijia Tavar Avargal, Zamindar of Pappanad, bounded on the north by No. 17-3; east by zamin dry path; south by No. 17-4 & 6, west by zamin dry path.	0·0
Total ..	0·20

Whereas it appears to Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector No. I, Mannargudi, and his subordinates to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*c*) of the Act, the Governor in Council appoints the said Special Deputy Collector to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the above-mentioned officer, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Mannargudi taluk,
No. 7, Sernmangalam village.

Near Channel to cluster at R.D. 1/3150 of Vadavar Extension Channel.

	Approximate extent. ACS.
Inam, dry, R.S. No.—	
822 part ..	3·50
481 " ..	3·50
Government, dry, R.S. No.—	
676-1 B part ..	0·28
676-3 part ..	0·05
676-4 " ..	0·12
676-5 " ..	0·08
676-6 " ..	0·08
676-7 " ..	0·08
676-9 A part ..	0·30
672-13 " ..	0·28
672-8 part ..	0·05
672-14 " ..	0·25
672-15 " ..	0·35
672-16 " ..	0·10
672-10 " ..	0·12
672-12 " ..	0·08
679-8 " ..	0·25
671-1 " ..	0·08
671-2 " ..	0·08
671-3 " ..	0·10
671-4 " ..	0·07
671-5 " ..	0·06
671-6 " ..	0·05
671-9 " ..	0·08
671-10 " ..	0·08

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 1·47 acres, be the same a little more or less, is needed for a public purpose, to wit, for Mutha Corishi Main and No. 3 channel of the Cauvery-Mettur Project, and under sections 3 and 7 of the same Act, the Special Deputy Collector No. II, Pattukkottai, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector No. II, Pattukkottai, and may be inspected at any time during office hours.

Tanjore district, Pattukkottai taluk,
No. 25, Veppankulam village.

	ACS.
Government, manavari, T S. No. 81-4 B, belonging to 263 K. Muhammad Abubakir Rawuttar, bounded on the north by No. 81-4 B; east by No. 81-1 C; south by No. 81-2 B, west by No. 81-1 A ..	0·43
Government, manavari, T.S. No. 81-3 B, belonging to 263 K. Muhammad Abubakar Rawuttar, bounded on the north by Nos. 76-4 B & 5 B; east by No. 81-3 C; south by No. 81-4 B; west by No. 81-2 A.	0·21
Government, manavari, T.S. No. 81-4 B belonging to 263 K. Muhammad Abubakir Rawuttar, bounded on the north by No. 81-3 B; east by No. 81-4 C; south by No. 81-1 B, west by No. 81-1 A ..	0·20
Inam, dry, T S No. 79-1 B, belonging to title deed No. 823. K. Athal, bounded on the north by Nos. 79-1 A and 71-1, east by No. 79-2 A; south by No. 79-1 C, west by No. 79-2 B	0·16
Inam, dry, T S No. 47-8 B, belonging to title deed No. 823 M. Manikka Tevan, bounded on the north by No. 47-8 A; east by No. 47-7 B, south by No. 47-8 C; west by Nos. 47-5 B & 8-D, and 48-2 D & 2-B	0·29
Inam, dry, T.S. No. 47-8 D, belonging to title deed No. 823 M. Manikka Thevan, bounded on the north by No. 47-8 B; east by No. 47-6 C & 6-B; south by No. 48-3 A & 3-B; west by No. 48-2 B.	0·03
Inam, dry, T S No. 47-8 B, belonging to title deed No. 823 V. Vallaiyanal Thevan, bounded on the north by No. 47-8 A; east by No. 50-A 1-B & 2-A; south by No. 47-8 C; west by No. 47-7 B ..	0·19
Government, puravan, T S. No. 81-8 A, belonging to 85 V. Muthu Pedia Thevan, mortgagee S. Appaiyanal Thevan, bounded on the north by No. 81-9 B; east by No. 93 B; south and west by No. 81-8 B	0·01
Government, manavari, T S. No. 42-7 B, belonging to 200, S. Rangaswami Thevar, bounded on the north by No. 42-7 A; east by No. 42-8 B; south by No. 81-4 B & 5-B, west by No. 42-7 A ..	0·01
Government, manavari, T.S. No. 42-8 B, belonging to 10. E. Muruguya Thevan, bounded on the north and east by No. 42-8 A; south by No. 81-4 B; west by No. 42-7 A & 7-B ..	0·01
Government, puravari, T.S. No. 39-4 B, belonging to 19 V. Arunachalla Ambalagaran, bounded on the north and east by No. 39-4 A; south and west by No. 14-1 D	0·05
Government, poramboke, T S No. 81-2 B, belonging to Arumugha Velan, bounded on the north by No. 81-2 A; east by No. 81-2 C, south by No. 81-2 D, west by No. 81-2 B & 1-A	Trees only
Total ..	1·47

Fort St. George, September 20, 1923.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for extension of house sites to Madigas, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorises the District Labour Officer, East Godavari, Cocanada, his staff and workmen to exercise the powers conferred by section 9 (2) of the Act. Under section 3 (*c*) of the same Act the Governor in Council appoints the District Labour Officer, East Godavari, Cocanada, to perform the functions of a Collector under section 5-A of the Act.

East Godavari district, Rajahmundry taluk,
Ramaswamipeta, hamlet of Kanavaram village.

	Approximate extent. CENTS.
Inam, dry, No. 316 part, belonging to Thontapa Venkaya of Kanavaram, bounded on the north by No. 316 part, east by Vadamlanka village in the Peddapur taluk; south by No. 317; west by No. 316 part	0 61

Fort St. George, September 23, 1929.

Whereas it appears to the Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923 and the Governor in Council hereby authorizes the Special Deputy Collector No. I, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 (c) of the same Act appoints the Special Deputy Collector No. I, Tanjore, to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the Special Deputy Collector No. I, Tanjore, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Pettukkottai taluk,
Neduvasal zamin, Ammangudi village.

	Approximate extent. Acs.
Zamin, dry, pimash Nos. 208 and 218, Vettikkadu panjai, Anidittarus	1 84
Do. do ..	1 84
Do. do ..	1 06
Do. do ..	1 01
Do. do ..	0 11
Do. do ..	0 25
Do. do ..	0 11
Do. do ..	0 60
Do. do. ..	0 05
Do. do. ..	1 22

NOTE.—In the case of fields included in the notification published at page 423 of Part I of the *Fort St. George Gazette*, dated 28th February 1929, the extents shown in this notification are in addition to those already notified.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for repairs to the supply channel to Adanur tank, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923 and the Governor in Council hereby authorizes the Revenue Divisional Officer, Saidapet, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the same Act the Governor in Council appoints the Revenue Divisional Officer, Saidapet, to perform the functions of a Collector under section 5-A of the Act.

Chingleput district, Sriperumbudur taluk,
No. 225, Adanur village.

	Approximate extent. acs.
Waste.	
Dry, S No. 281 part, belonging to Krishnap Nee, bounded on the north by S Nos 281 and 282, east by S. No. 281 part; south by Nadumbakkam and Gedevanchari villages; west by Madambakkam village	4·70

Whereas it appears to the Government that the lands specified below are needed for a public purpose, to wit, for the Canal System of the Cauvery-Mettur Project, notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the Special Deputy Collector No. I, Tanjore, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 (c) of the Act appoints the Special Deputy Collector No. I, Tanjore, to perform the functions of a Collector under section 5-A of the Act. All persons interested in the lands are required to lodge before the Special Deputy Collector No. I, Tanjore, within thirty days after the issue of this notification, a statement in writing of their objections, if any, to the proposed acquisition.

Tanjore district, Pettukkottai taluk,
No. 36. Unjividudi village.

	Approximate extent. Acs.
Dry, S No 161-4	0 59
Dry, S No 177	0·26
Dry, S. No. 185	3 71
Dry, S Nos. 161-1	0 05
Dry, S No 161-2	0 13
Dry, S. Nos. 162-3	0 16
Dry, S Nos. 162-4	0·44
Dry, S No 197	0·13

NOTE.—In the case of fields included in the notifications published at page 1810 of Part I of the *Fort St George Gazette*, dated 22nd September 1926, and at page 472 of Part I of the *Fort St George Gazette*, dated 4th March 1929, the extents shown in this notification are in addition to those already notified.

Fort St. George, September 20, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·50 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for an Inspection Bungalow; and, under sections 5 and 7 of the same Act, the Sub-Collector, Negapatam, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub-Collector of Negapatam and may be inspected at any time during office hours.

Tanjore district, Nannilam taluk,
No. 99. Kedevasal village.

	Acres.
Ryotwari, dry, No. 264-1, belonging to Ayyasami Ayyangar, bounded on the north by R.S. No 263, east, south and west by R.S. No. 264-3	0·05
Ryotwari, dry, No. 264-2, belonging to minors Narasinha Ayyangar and Krishnaswami Ayyangar, guardian Janakammal, bounded on the north by R.S. No 263 and 264-1, east by R.S. No 264-3, south and west by R.S. No. 264-3 ..	0·45
Total	0·50

Fort St. George, September 26, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·67 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the Cauvery-Mettur Reservoir Project, and under sections 3 and 7 of the same Act, the Special Deputy Collector, Bhavani, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Bhavani, and may be inspected at any time during office hours.

Salem district, Mettur taluk,
Kaveripuram village.

	Acres.
Government, dry, S P. No. 380 B-2, belonging to Palaniappan, bounded on the north by No 381, east by No. 379 A, south by No. 380 A, west by No. 380 B-1	0·67

Fort St. George, September 25, 1929.

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 3·34 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the extension of Government Training School for Mistresses, and under sections 3 and 7 of the same Act, the Revenue Divisional Officer, Tellicherry, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Tellicherry, and may be inspected at any time during office hours.

Malabar district, Kottayam taluk,
Vadikkayam desam, Tellicherry amsam.

	Acre.
Garden, S. No. 91-13 A-2 B, owner Cherukkaran Kelath Kunhammad Kaya, Tellicherry, Kunhikannan tenants Payyan Kanan and Payyan Krishnan, Tellicherry, Payyan Sankaran, Cannanore Imarigages Kannabel Devaki Jantoonent, Cannanore, and complaints Abbali Kunaji Kunhikannan nater Kanki Mmel Payyanadan Chakkath Kunhikannan, Kathookaran Kunhikannan, Chathakpath Kaiyam and Vaidyal Sami at Tellicherry, bounded on the north and east by S. No. 91-13 A-2 A; south by S. No. 91-13 B; west by S. No. 87 (road)	3·34

Under section 6 of the Land Acquisition Act, the Governor in Council hereby declares that the land specified below and measuring 0·02 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for a provision of a well-site to the Adi-Dravidas, and under sections 3 and 7 of the same Act, the District Labour Officer, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the District Labour Officer, Tanjore at Mannargudi, and may be inspected at any time during office hours.

Tanjore district, Mannargudi taluk,
No. 44. Sathambur village.

	Acre.
Wet, R.S. No. 194-1 B, joint patta 108, Veeraswami Tevar, Natesa Tevar, Ramaswami Tevar, Meenakshi Ammal, Abdul Ajees Ravuttar, Ramiswami Ayyar, Rajagopala Ayyar, Sabapathi Pillai and Md. M. Abdul Ajees Ravuttar, anjaver 204 M. Abdul Ajees Ravuttar, bounded on the north by No. 194-5 & 7; east by No. 194-5; south and west by No. 194-1 A	0·02

Fort St. George, September 23, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for provision of well-sites for Adi-Dravidas, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorises the District Labour Officer, Tanjore, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*a*) of the same Act the Governor in Council appoints the District Labour Officer, Tanjore, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Tirutturaipundi taluk,
Idumbavanam village.

	Approximate extent. Acre.
Inam, dry, No. 484-1 part, belonging to title-deed No. 120, Sri Kalyanasundaraswami temple by trustee K. S. Sivachidambara Ayyar, bounded on the north, east, south and west by No. 484-1 part	0·02

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for provision of well-site for Adi-Dravidas, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923; and the Governor in Council hereby authorizes the District Labour Officer, Tanjore, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*a*) of the same Act the Governor in Council appoints the District Labour Officer, Tanjore, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Papanasam taluk,
No. 50. Velathur village.

	Approximate extent. Acre.
Government, wet, R.S. No. 84-18 part, belonging to Sangamitthan and Vinaya Viramundar, bounded on the north by R.S. No. 84-19 part, east by R.S. No. 86; south by R.S. No. 84-20; west by R.S. No. 84-19 part	0·02

Fort St. George, September 20, 1929.

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the construction of quarters for the Police department, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorises the Sub-Collector, Chingleput, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (*a*) of the same Act, the Governor in Council appoints the Sub-Collector, Chingleput, to perform the functions of a Collector under section 5-A of the Act.

Chingleput district, Madurantakam taluk,
Zamin Cheyyar village.

	Approximate extent. Acre.
(Arable.)	
Dry, assam, part of S. No. 297-4, kudivaramdars Muthu Chettiyar and Savithri Ammal, melvaramdar ramadarin Chokkammal Ammal, bounded on the north by (Muthu Chettiyar's plot) part of S. No. 297-4; east by (existing site of the old Police lines) S. No. 412; south by Roman Catholic Church wall part of S. No. 297-4; west by (Muthu Chettiyar's plot) part of S. No. 297-4.	1·26

Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for providing a pathway to the fresh-water tank of Adi-Andhras (Madigas), notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by

the Land Acquisition Amendment Act XXXVIII of 1923, and the Governor in Council hereby authorizes the District Labour Officer, Guntur, his staff and workmen to exercise the powers conferred by section 4 (2) of the Act. Under section 3 (c) of the same Act the Governor in Council appoints the District Labour Officer, Guntur, to perform the functions of a Collector under section 5-A of the Act.

Guntur district, Bapatla taluk, Karanchedu village.

	Approximate extent. Acres
Serl, wet, S, No. 946-2 portion, belonging to Tirumalasetti Narasayya alias Siddayya and Tirumalasetti Venkateswarlu being minor brother and guardian Tirumalasetti Narasayya alias Siddayya, bounded on the north by Nos. 942 and 946-2; east by Nos. 946-2 and 946, south by Nos. 946 and 946-2; west by No. 946-1	0·20

A. G. LEACH,
Secretary to Government.

PAPERS PLACED AT THE DISPOSAL OF THE PRESS.

BETWEEN 24TH SEPTEMBER AND 1ST OCTOBER 1929.

REGISTRATION OF BIRTHS, DEATHS AND MARRIAGES—Act VI of 1886—Annual report—1928-29.

G O. No. 204, Registration, 11th September 1929 [1 s.]

MEDICAL COLLEGE, VIZAGAPATAM—Annual report—1928-29—Recorded with remarks.

G O. No. 2164, P.H , 2nd September 1929. [2 as.]

ADMINISTRATION REPORT—1928-29—Kolamnal Municipal Council—Reviewed.

G O. No. 4064, L. & M , 4th September 1929 [1 s.]

ADMINISTRATION REPORT—Ellore Municipal Council, 1928-29—Reviewed.

G.O No. 3927, L & M., 19th August 1929. [1 s.]

ADMINISTRATION REPORT—1928-29—Palghat Municipal Council—Reviewed.

G O No. 4024, L. & M , 2nd September 1929. [1 s.]

[N.B.—*Copies of any of the foregoing papers can be obtained on payment of the price noted in brackets against each on application to the Superintendent, Government Branch Press, Mount Road, Madras.*]

H. G. STOKES,
Acting Chief Secretary.

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Part I-A.—Local Self-Government.

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LOCAL SELF-GOVERNMENT DEPARTMENT.

EXTENSION OF LEAVE.

Fort St. George, October 1, 1929.

No. 1580.—Mr. R. L. Molloy, District Board Engineer, an extension of leave on half average pay for two months in continuation of the leave on average salary for four months already sanctioned.

APPOINTMENTS.

No. 1581.—Under sections 7 (3) and 11 of the Madras District Municipalities Act, 1920, the Government appoint the following persons to be councillors of the municipal councils noted against their names :—

Mrs. Dayamoni Manual—Tuticorin Municipal Council.

M.R.Ry. Rao Sahib Venkata Ponnieh Venkatakrishna Nayudu Garu, Reverend Nagalinga Gnanapragasam Pillai. } Tanjore Municipal Council.

HILTON BROWN,
Secretary to Government.

No. 1582.—Lieut.-Col. P. L. O'Neill, M.B., I.M.S., on return from leave, to act as District Medical Officer, Malabar, Superintendent, Government Headquarters Hospital and Mental Hospital, Calicut, *vice* Lieut.-Col. F. C. Fraser, I.M.S., granted leave.

No. 1583.—Under section 21 of the Madras Hindu Religious Endowments Act, 1926 (Act II of 1927), the Local Government appoint the following persons to be members of the Ganjam District Temple Committee for a period of one year :—

Sreemao Raghunath Dora Mahasayo, Retired Deputy Inspector of Schools, Russellkonda.

M.R.Ry. Koka Apparao Nayudu Garu, Advocate, Berhampur.

M.R.Ry. P. V. Narayanarao Pantulu Garu, President, Taluk Board, Berhampur.

M.R.Ry. Rai Sahib Pudighantam Sitharamaswamy Pantulu Garu, Parlakimedi.

M.R.Ry Sreemao Botokrishna Mahapatro Mahasayo, Vice-President, Ghumsur Taluk Board, Aska.

M.R Ry Gouruchandra Patnaick Mahasayo, Vakil, Sompet.

M.R Ry Sreekara Paty Mahasayo, Tunaruda via Russellkonda.

M.R.Ry. Hadda Rowthu Mahasayo, Member, Municipal Council, Berhampur.

M.R.Ry. Abhimanyu Patnaik Mahasaya, Retired Deputy Collector, Russellkonda.

S. RANGANATHAN,
Deputy Secretary to Government.

NOTIFICATIONS

No. 1564.—As prescribed by the rules relating to the election of members of district boards by taluk boards, it is hereby notified that R Leacher, Esq., has been elected member of the Malabar District Board by the Ernad Taluk Board.

GHULAM HUSAIN,
Assistant Secretary to Government.

Fort St. George, September 20, 1929
(G.O. Ms. No. 2301, P.H.).

No. 1565.—The Government sanction an extension of time till 1st January 1930 for the preparation, printing and submission by the Trichinopoly Municipal Council of the Town-Planning Scheme called for in G.O. No. 187, P.H., dated 25th January 1926.

Fort St. George, September 24, 1929
(G.O. Ms. No. 4304, L. & M.).

No. 1566.—The Board of Commissioners for Hindu Religious Endowments has brought to the notice of Government that the temples of Sri Ekambareswarar and Adaiyar at Tiruvannamalai, the average

annual gross income of each of which is below Rs. 250 and which are thus outside the scope of the Hindu Religious Endowments Act, 1926 (Act II of 1927) are being mismanaged and that it is reported that the present gurukkal trustee has transferred some of the Inam lands belonging to the temples in question into ayan in the name of one of his relations. In these circumstances, the Board requests Government to apply all the provisions of the Hindu Religious Endowments Act, 1926 (Act II of 1927) except section 69 (1) relating to the levy of contributions to the Board to these two temples so that steps may be taken to put a stop to the present mismanagement and to recover the lost lands. Before proceeding further in the matter, Government desire to ascertain whether the gurukkal trustee of or any worshipper at these temples has any objection to urge against the extension of the Act proposed. If no valid objection is received by Government within a month from the date of the publication of the notification in the District Gazette, they will proceed to pass orders on the Board's recommendation.

Fort St. George, September 25, 1929
(G.O. No. 4338, L. & M.).

No. 1567.—In exercise of the powers conferred by clauses (c) and (e) of sub section (1) of section 20 and by section 21 of the Madras Hindu Religious Endowments Act, 1926 (Act II of 1927), the Local Government hereby abolish the Ganjam District Temple Committee constituted in 1927 under the Madras Hindu Religious Endowments Act, 1926 (Act II of 1927), constitute a new one in its place for all the non-exempted temples in the Ganjam district, with headquarters at Berhampur and fix its strength at twelve.

Fort St. George, September 23, 1929
(G.O. Ms. No. 4288, L. & M.).

No. 1568.—The Board of Commissioners for Hindu Religious Endowments has brought to the notice of Government that the temple of Sri Brahmapariswaraswami at Kathamangalam, Lalgudi taluk, Trichinopoly district, the average annual gross income of which is less than Rs. 250 and which is thus outside the scope of the Madras Hindu Religious Endowments Act, 1926 (Act II of 1927), has in its patta 5 acres and 72 cents of land, which has however been divided and alienated by the previous managers with the result that there is no income to the temple at present therefrom. In these circumstances, the Board considers that all the provisions of the Hindu Religious Endowments Act, 1926 (Act II of 1927), except section 69 (1) relating to the levy of contributions to the Board may be applied to the temple in question so that steps may be taken to appoint trustees who could recover the alienated lands and improve the condition of the temple and its management. Before proceeding further in the matter, Government desire to ascertain whether any worshipper at the temple has any objection to urge against the extension of the Act as proposed. If no valid objection is received by Government within a month from the date of the publication of the notification in the District Gazette, they will proceed to pass orders on the Board's recommendation.

Fort St. George, August 26, 1929
(G.O. No. 2097, P.H.).

No. 1569.—In exercise of the powers conferred on him by clause (c) of section 20 of the Madras Prevention of Adulteration Act (Madras Act III of 1918), as amended by the Madras Prevention of Adulteration (Amendment) Act, 1927 (Madras Act II of 1929), the Governor acting with Ministers is hereby pleased to make the following rules, namely:—

RULES.

1. Tea shall be derived exclusively from the leaves and buds of plants of the *Camellia genus* and *Thea sprcies*.

2. Tea shall contain

(i) a proportion of total ash of not less than 4 per cent and not more than 8 per cent;

(ii) a proportion of ash soluble in boiling water which is not less than 40 per cent of the total ash determined as in clause (i); and

(iii) a proportion of ash which is insoluble in dilute mineral acid not exceeding 1 per cent.

Explanation.—For the purposes of this rule, the ash of tea shall be determined on dry tea (that is, tea dried to constant weight at 100° C).

3. Where a sample of tea does not comply with all the standards specified in rules 1 and 2, it shall be presumed for the purposes of this Act, until the contrary is proved, that the tea is not genuine.

Fort St. George, September 26, 1929
(G.O. Ms. No. 2349, P.H.).

No. 1570.—In exercise of the powers conferred by sub-section (3) of section 1 of the Places of Public Resort Act, 1888, the Governor acting with the Ministers is pleased to extend permanently with effect from 1st November 1929 the provisions of the said Act to the following villages in the Tiruvannamalai Taluk Board area, North Arcot district:—

Tiruvannamalai Taluk	Cuddalur Taluk.
Name of village.	Name of village
1. Kartikapundi.	1. Tandrambadi.
2. Sorakulattur	2. Vanapuram.
3. Talvayanpalam.	3. Tan Madanur.
4. Pachhamu.	4. Tampadi.
5. Meyyur.	6 Chengam Union.
	8. Padappalaiyam Union.

S RANGANATHAN,
Deputy Secretary to Government.

Fort St. George, September 23, 1929
(G.O Ms. No 4285, L. & M.).

No. 1571.—Whereas the Punnur Union Board in the Guntur district is in their opinion incompetent to perform the duties imposed on it by law, Government hereby direct, under sub-section (1) of section 43 of the Madras Local Boards Act, 1920, that the Union Board be dissolved and be reconstituted immediately.

Fort St. George, October 1, 1929.

No. 1572.—The following notifications of the Government of India are republished:—

DEPARTMENT OF EDUCATION, HEALTH AND LANDS.

Simla, the 12th September 1929

No. 1777-H.—Major-General J. W. D. Megaw, C.I.E., M.C., T.D., I.M.S., Surgeon-General with the Government of Madras, is granted leave on average pay for two months and six days combined with leave on half average pay for three months and twenty five days with effect from the afternoon of the 22nd August 1929.

No. 1779-H.—In consequence of the grant of leave to Major-General J. W. D. Megaw, C.I.E., M.C., T.D., I.M.S., Lieut.-Col. C. A. F. Hingston, C.I.E., C.B.E., I.M.S., Principal and Professor of Midwifery, Medical College, Madras, is appointed to officiate temporarily as Surgeon-General with the Government of Madras, with effect from the afternoon of the 22nd August 1929.

No. 1573.—In modification of Notification No. 1520 published on page 533 of Part I-A of the *Fort St. George Gazette*, dated 24th September 1929, the following revised lists of plague-infested areas are published :—

A.—In the Madras Presidency.

Taluk or Town.

Salem—Taluks—Hosur and Dharmapuri.
Madura { Taluks—Periyakulam and Uttamapalayam. Town—Periyakulam.
Bellary—Taluks—Harpanahalli, Hadagalli and Hadagi.
Malabar—Town—Calicut.
Anantapur—Taluk—Hindupur.
Nilgiris—Taluk—Ootacamund.

B.—Outside the Madras Presidency.

[Infected localities—Districts and States, and Towns of 50,000 or more inhabitants.]

I. Mysore State.

Districts—Hasan, Mysore, Kolar, Tumkur, Bangalore, Shimoga, Kadur and Chitaldroog.
Towns—Mysore and Bangalore.

II. Bombay.

Districts—Belgaum, Dhorwar, Nasik, Satara, Bijapur, Poona, Kanara, Kolhapur and Southern Mahratta Country States, Sholapur, Thana and Satara Agency.
Town—Hubli.

III. Burma.

Districts—Thaton, Hanzada, Myaungmya, Pegu, Tharrawady, Kathe, Maubin, Northern Shan States, Toungoo, Insein, Kyaukpyu and Southern Shan States.
Towns—Rangoon, Bassein and Tharrawady.

IV. Central Provinces.

Districts—Betul, Chindwara, Nagpur, Sangor, Hoshangabad, Amraoti and Jubbulpore.

V. Hyderabad State.

Districts—Raichur, Usmanabad, Gulburga and Nander.

VI. Bihar and Orissa.

District—Muzaffarpur.

VII. United Provinces.

District—Fyzabad.

VIII. Central India Agency

Bhopal State.

No. 1574.—In consequence of the increase in the number of electoral wards of the Srivilliputtur Municipality from six to eighteen the municipal council will be dissolved with effect from the 1st November 1929 and be reconstituted as soon as the necessary preliminaries are over. To enable the administration of the municipality to be carried on between dissolution and reconstitution and the work connected with the holding of the elections for the council to be reconstituted to be attended to, it is necessary to appoint a chairman temporarily. The municipal council has agreed to the temporary withdrawal of the privilege of electing its chairman and Government accordingly direct under sub-section (2) of section 12 of the Madras District Municipalities Act, 1920, that with effect from the 1st November 1929 the chairman of the Srivilliputtur Municipal Council shall be appointed by them.

No. 1575.—Under sub-section (2) of section 43 of the Madras District Municipalities Act, 1920, Government direct that the Srivilliputtur Municipal Council shall be dissolved on the 1st November 1929 and be reconstituted as soon as the necessary preliminaries are over.

HILTON BROWN,
Secretary to Government.

No. 1576.—Under sub-section (1) of section 43 of Act I of 1894, the Government hereby withdraw from the acquisition of 180 square feet of extra land in T S. No. 913-1 part of 66, Patnam village, Kumbakonam taluk, Tanjore district, specified in Notification No. 440 of Part I-A of the *Fort St. George Gazette*, dated the 19th March 1929 as required for Sanitary Lane No. 45 A of Ward II.

ERRATA.

In notification No. 1040 of Part I-A of the *Fort St. George Gazette*, dated the 2nd July 1929, regarding the acquisition of lands for sanitary lane No 38 in Ward III of the Kumbakonam municipality :—

For 'T.S. No. 1153 part, Kappusami Pathar—410 square feet,' *read* 'T S. No. 1163 part, Kappusami Pathar, mortgagee Krishna Pathar, son of Appava Pathar—424 sq. ft.'
For 'T.S No. 1174 part, Mitakshi Ammal, wife of Renga Pathar—360 sq. ft.' *read* 'T S No 1174 part, Minakshi Ammal, wife of Renga Pathar Chenan Pathar—384 sq. ft.'
For 'T S No. 1178 part, Govinda Pathar—450 sq ft.' *read* 'T S No 1178 part, Govinda Pathar, mortgagee Ramanatha Chetti, brass vessel merchant, Tanjore road—525 sq. ft.'

In notification No. 1330 of Part I A of the *Fort St. George Gazette*, dated the 20th August 1929, regarding the acquisition of the land for sanitary lane No. 33 of Ward VI of the Kumbakonam municipality relating to Palavathankattalai village, Kumbakonam taluk, Tanjore district, against T.S. No. 1197-1 part :—

For '110 sq ft.' *read* '5,110 sq ft.'

ACQUISITION OF LANDS.

No. 1577.—Under section 6 of the Land Acquisition Act I of 1894 the Government hereby declare that the land specified below and measuring 10·43 acres, be the same a little more or less, is needed for a public purpose, to wit, for housing the villagers of Sennangahettipudur; and, under sections 3 and 7, the Sub-Collector of Pollachi division is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub-Collector of Pollachi and may be inspected at any time during office hours.

Coimbatore district, Pollachi taluk, Vellakaranpadur village.

	Acs
Government, dry, S. No. 280, belonging to Muthu Kavundan and Muliaya Kavundan, bounded on the north by No. 242, east by Nos. 264 and 281; south by No. 258, west by Nos. 263 and 242 ..	10·43

No. 1578.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land mentioned below and measuring 4·80 acres, be the same a little more or less, is needed for a public purpose, to wit, for quarry metal by Local Fund Department; and, under sections 3 and 7, the Sub-Collector, Bezwada division, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub-Collector, Bezwada, and may be inspected at any time during office hours.

Kistna district, Nandigama taluk, Annamanchipalli village.

	Acs.
Government, dry, S. No. 342 B, belonging to Yarlagadda Purushottam, bounded on the north and east by S No. 342 A; south by S. No. 49; west by S. No. 342 A	4·80

No. 1579.—Under section 4 of the Land Acquisition Act I of 1894 the Government hereby declare that the land specified below and measuring 5·87 acres, be the same a little more or less, is needed for a public purpose, to wit, for the construction of a Local Fund Road from Ragolu to Ilusi and under sections 8 and 7, the Revenue Divisional Officer, Chicacole, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Chicacole, and may be inspected at any time during office hours.

Ganjam district, Chicacole taluk, Ragolu village.

	ACS.
Government, dry, T.S. No. 432-3 B, belonging to Gedala Narasimhulu, son of Kamanna, bounded on the north by T.S No. 432-2 A; east by T.S. No. 433; south by T.S No. 428; west by T.S. No 431-1	0·03
Government, dry, T.S. No. 436-1, belonging to Bora Papayya and Kamaiah, bounded on the north by T.S. No. 426; east by T.S No. 317; south by T.S No 398-2; west by T.S No. 398-1 ..	0·05
Government, dry, T.S. No 339-2, belonging to Paddini Rondini bounded on the north by T.S. No 426; east by T.S No. 398-1; south by T.S. No. 339-2, west by T.S No. 340-4	0·03
Government, dry, T.S. No. 427-4 B, belonging to Yalla Appalnaroi, bounded on the north by T.S. No 427-4 A, east by T.S. No. 431-2; south by T.S, No. 426; west by T.S. No. 427-6 C ..	0·14
Government, dry, T.S. No. 427-6 C, belonging to Thogiram Satyanarayana, bounded on the north by T.S No. 427-6 A; east by T.S No 427-4 B; south by T.S. No. 426, west by T.S Nos. 426 and 427-6 B	0·35
Government, dry, T.S. No. 427-6 B, belonging to Thogiram Satyanarayana, bounded on the north by T.S No. 427-6 A; east by T.S Nos. 426 and 427-6 C; south by T.S. No. 426; west by T.S. No. 426	0·27
Government, dry, T.S. No 341-1, belonging to Vaddi Narasimhulu, bounded on the north and east by T.S. No. 426, south by T.S. No. 341-2; west by T.S. Nos. 364-2 and 341-2	0·10
Government, dry, T.S No. 425-2, belonging to Dangeti Venkata Narayana Nayudu, bounded on the north by T.S No 426-1; east by T.S Nos 427-6 B and 426; south by T.S No. 425, west by T.S. No 426	0 14
Government, wet, T.S No. 418-3, belonging to Sriganeetti and Suryanarayana, bounded on the north by T.S, Nos. 418-2 and 418-1, east by T.S. No. 419-3 B; south by T.S. No. 354-2; west by T.S. No. 417-2	0·06
Government, wet, T.S. No. 418-1, belonging to Sriganeetti Suryanarayana, bounded on the north by T.S. No. 419 2 A; east by T.S. No 418-2; south by T.S. No. 418-3; west by T.S. No 417-1	0 23
Government wet, T.S. No. 356-2, belonging to Kalbhatt Viswalingam, bounded on the north by T.S No. 416-2; east by T.S Nos. 417-2 and 354-2; south by T.S. Nos 355-1 and 364-3; west by T.S No 355-1	0·02
Government, wet, T.S. No. 416-2, belonging to Dangeti Venkata Narayana Nayudu, bounded on the north by T.S. Nos 416-3 B and 415-1; east by T.S. No 417 1; south by T.S. No. 356 E; west by T.S. No. 415-1	0·07
Government, wet, T.S, No. 415-2 A-2, belonging to Eaxiam Satayana, bounded on the north by T.S. No. 414-2 E; east by T.S. No 416 1, south by T.S. No. 416-2 B-1; west by T.S. No. 416-2 A-1	0 02
Government, wet, T.S. No. 415-1, belonging to Mangali Chandrayya, bounded on the north by T.S. No 414-2 E; east by T.S. No. 417 1; south by T.S No. 416-2; west by T.S. No. 415-2 A-2 & 2 B-2	0·03
Government, wet, T.S. No 414 2 B, belonging to Gedala Dalappudu, bounded on the north by T.S. No 414-1 E; east by T.S. No 417-1; south by T.S.Nos. 415-2 A-2 and 415-1; west by T.S. No. 414-2 A	0·02
Government, wet, T.S No. 414-1 B, belonging to Bartana Narayana, bounded on the north by T.S. No. 413-2 B; east by T.S No. 417-1; south by T.S. No 414 2 B; west by T.S. No. 414-1 A ..	0 02
Government, wet, T.S No. 413-2 B, belonging to Gedala Mamlayya, bounded on the north by T.S. No 413-2 B; east by T.S. No. 417-1; south by T.S No 414-1 B, west by T.S. No. 413-2 A	0·03
Government, wet, T.S No 413-2 B, belonging to Gedala Appala Narasimhulu, bounded on the north by T.S. No 413-1 B; east by T.S. No. 417-1; south by T.S. No. 413-3 B; west by T.S. No. 413-2 A	0·02
Government, wet, T.S No 413-2 A, belonging to Sriganeetti Suryanarayana, bounded on the north by T.S No 413-1 B; east by T.S No 413-2 B; south by T.S. No 413-1; west by T.S No. 417-1,	0 06
Government wet, T.S. No. 413-1 B, belonging to Gedala Mamlayya, bounded on the north by T.S. No 412-2; east by T.S. No 417-1, south by T.S. No 413-2 B, west by T.S. No. 413-1 A ..	0 07
Government, dry, T.S. No. 413-1 B, belonging to Sriganeetti Suryanarayana, bounded on the north by T.S. Nos. 413-1 A and 417-1; east by T.S. No. 419-1 A; south by T.S No 413-2 A, west by T.S. No 417-1	0·01
Inam, wet, T.S. No 412-2, belonging to Vasantala Appalaswami and Venkata Narayana, bounded on the north and east by T.S No 344-2, south by T.S No 412-2, west by T.S No 411-1 ..	0·02
Government, dry, T.S. No. 343-4, belonging to Dangeti Venkata Narayana Nayudu, bounded on the north by T.S. No 342-4; east by T.S. No. 343-2, south and west by T.S. No. 344-2 ..	0·07
Government, dry, T.S. No 342-1, belonging to Nallabati Viswalingam, bounded on the north by T.S No 341-5 A; east by T.S No. 342-2; south by T.S. No. 343-1; west by T.S No 344-2 ..	0·04
Government, dry, T.S. No. 341-9 A, belonging to Gedala Mamlayya, bounded on the north by T.S. No 341-8 A; east by T.S. No. 341-9 B; south by T.S No. 342 1, west by T.S. No 343-2 ..	0 08
Government, dry, T.S No 341-8 A, belonging to Gedala Appala Narasimhulu, bounded on the north by T.S No. 341 7 A; east by T.S. No. 341-8 B; south by T.S. No. 341-9 A; west by T.S. No. 343-2	0 02
Government, dry, T.S. No. 341-7 A, belonging to Gedala Ramajogi, bounded on the north by T.S. No. 341-6 A, east by T.S. No. 341-7 B, south by T.S. No. 341-6 A; west by T.S. No. 341-3 ..	0 02
Government, dry, T.S. No. 341-5 A, belonging to Gedala Mamlayya, bounded on the north by T.S. No 341-5 A, east by T.S. No 341-5 B, south by T.S No 341-7 A; west by T S No, 344 2 ..	0 13
Government, dry, T.S. No. 341-5 A, belonging to Gedala Yeradannagari Ramanna, bounded on the north by T.S. No 341-4 A; east by T.S. No 341-5 B; south by T S. No. 341-5 A; west by T.S. No. 344-2	0 06
Government, dry, T.S. No. 341-6 A, belonging to Gedala Appala Narasimhulu, bounded on the north by T.S No 341-5 A; east by T.S No. 341-6 B; south by T.S. No. 341-6 A, west by T.S. No. 344-2	0 06
Government, dry, T.S. No. 341-3 A, belonging to Gedala Mamlayya, bounded on the north by T.S. No 341-2 A; east by T.S No. 341-3 B; south by T.S. No. 341-4 A, west by T.S. No 344-2 ..	0 06
Government, dry, T.S. No. 341-2 A, belonging to Gedala Appala Narasimhulu, bounded on the north by T.S No. 341-1 A, east by T.S. No. 341-2 B; south by T.S. No. 341-3 A, west by T.S. No. 344-2	0·04
Government, wet, T.S. No 341-1 A, belonging to Gedala Mamlayya, bounded on the north and east by T.S No 344-1 B, south by T.S. No 341-2 A, west by T.S. No. 344-2	0·02
Government, wet, T.S No. 305, belonging to village Goddess worshipper Dammali Kurmaya Papayya, bounded on the north by T.S No 347 2; east and south by T.S. No. 344-2; west by T.S, No 404-1 & 2	0·25
Inam, wet, T.S. No 404-2, belonging to village Goddess worshipper Dammali Kurmaya Papayya, bounded on the north by T.S. No. 347-2; east by T.S. No. 404; south and west by T.S. No. 404-1.	0·08
Inam, wet, T.S. No. 344-4, belonging to Sri Kesavaswami Varu, Trustee Talluru Suryanarayana, bounded on the north by T.S No. 343-3; east by T.S No. 345-2; south by T.S. No. 342-2; west by T.S. No 344-2	0·06
Inam, wet, T.S. No. 344-3, belonging to Sri Kesavaswami Varu, Trustee Talluru Suryanarayana, bounded on the north by T.S. Nos. 343-2 and 345-1; east by T.S. No. 345-2; south by T.S. No. 344-4; west by T.S. No. 343-2	0 05

	Acs.
Government, wet, T.S. No. 645-2, belonging to Sri Kesavaswami Vara, trustee Tallaru Suryanarayana, bounded on the north by T.S No. 594-1; east by T.S. No. 614-2; south by T.S No. 647-2; west by T.S Nos. 616-1 and 618-3 & 4 ..	0·14
Government, wet, T.S. No. 654-1, belonging to Gedala Musalayya, bounded on the north by T.S. No. 655-1, east by T.S. No. 644-2, south by T.S. No. 645-2, west by T.S Nos. 653-1 and 654-2 ..	0·08
Inam, wet, T.S No. 655-1, belonging to Gedala Musalayya, bounded on the north by T.S Nos. 656-2 and 662; east by T.S. No. 654-1; south by T.S No. 653-2; west by T.S No. 644-1 ..	0·16
Government, wet, T.S. No. 656-2, belonging to Kaliveraju, Guruvulu and Kaliveraju Satyanarayana, bounded on the north by T.S No. 655-1; east by T.S No. 653-1; south and west by T.S. No. 652	0·21
Inam, wet, T.S. No. 648-1, belonging to Sri Kesavaswami Vara, trustee Tallaru Suryanarayana, bounded on the north by T.S No. 5 2, east by T.S No. 653-1; south by T.S. No. 648-2, west by T.S. No. 651-1	0·02
Inam, wet, T.S No. 651-1, belonging to Baratam Satyanarayana, bounded on the north by T.S. No. 652; east by T.S. No. 648-1; south by T.S. No. 651-2; west by T.S No. 656-2 ..	0·16
Government, wet, T.S. No 656-3 B, belonging to Baratam Appanna, bounded on the north by T.S. No. 656-3 A; east by T.S Nos. 652 and 654-2; south by T.S. No. 656-2; west by T.S No. 656-2 B	0·31
Government, wet, T.S. No 656-3 B, belonging to Baratam Appanna, bounded on the north by T.S. No. 656-3 A; east by T.S No. 656-2 B; south by T.S; No. 656-2; west by T.S No. 653-1 ..	0·07
Government, wet, T.S. No 657-1, belonging to Baratam Appanna at Ghuzala, bounded on the north and east by T.S. No. 656-2, south by T.S. No. 657 2; west by T.S No 676-2	0·18
Government, wet, T.S. No. 676-2, belonging to Srigiricetti Suryanarayana, bounded on the north by T.S. No. 653-2; east and south by T.S. No. 657-1, west by T S No. 674-1 ..	0·09
Government, wet, T.S. No 676-1, belonging to Srigiricetti Suryanarayana, bounded on the north by T.S. No. 676-1, east by T.S. No. 676-2; south by T.S No. 676-3, west by T.S No. 678-1 ..	0·25
Government, wet, T.S No 679-1 B, belonging to srigiricetti Suryanarayana, bounded on the south by T.S. No. 678-1 A, east by T S No 655-1 B, south by T.S No. 698 1; west by T.S No. 695-1 B.	0·22
Government, wet, T.S. No 678-1, belonging to Nallaya Marahari, bounded on the north by T.S. No. 698-1, east by T.S No. 676-1; south by T S No. 678-2; west by T.S. No. 674-2 A	0·01
Government, wet, T S No 674-2 A, belonging to Kalipatti Viswadhagam, bounded on the north by T.S. No. 698-1, east by T.S. No. 676-1; south by T.S. No. 674-2 B; west by T S No 674-1 A ..	0·03
Government, wet, T.S No 674-1 A, belonging to Balua Nayudu, bounded on the north by T S No. 698-1, east by T.S No. 674-2 A; south by T.S. No 674-1 B; west by T S. No 695-1	0·01
Government, wet, T S. No 698-1, belonging to Gedala Musalayya, bounded on the north by T S. No. 695-1; east by T S. No 674-1 A; south by T.S. No. 698-2; west by T.S. No. 695-4 ..	0 11
Government, wet, T.S. No. 695-1 B, belonging to Baratam Narayana, bounded on the north by T S. No 695-1 A, east by T.S. No 674 1 B, south by T S, No. 698-1; west by T S No 697-2 ..	0·06
Government, wet, T.S. No 697-2, belonging to Baratam Narayana, bounded on the north by T S. No. 697-1; east by T S. No. 695-1 B; south by T.S. No. 698-1; west by Eagleapeta	0 02
Inam, wet, T S No. 699-1, belonging to Sri Sri Nilakanta Niranjana Swami Vara by Trustee Viswanadhapuri Swaji, bounded on the north by T S. No. 695-2, east by T S No 699-1; south by T.S. No 699-2; west by T.S No. 699-2	0·01
Inam, wet, T S No 699-2, belonging to Sri Sri Nilakanta Niranjanaswami Vara by Trustee Viswanadhapuri Swaji, bounded on the north by T S. Nos. 695 2 and 699-1; east by T S No. 699-1, south by T.S. No. 699-3; west by T.S. No. 695-2.	1 31
Inam, dry, T.S. No. 697-A/1-B, belonging to Sri Jagannadhaswami Vara, Trustee Pilakara Mahanti Rajamundhry Swaji, bounded on the north by T S. No. 697-A/1-A; east by T.S. No. 697-A/2 B; south by T.S. No 697-A/1-C, west by T S. No. 697 2	0 78
Total ..	6·57

No. 1580.—Whereas it appears to the Government that the land, specified below is needed for a public purpose, to wit, for the formation of a road from Paramankurichi to Kisha-Tiruchendur, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Tinnevelly, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Tinnevelly, to perform the functions of a Collector under section 5-A of the Act.

Tinnevelly district, Tiruchendur taluk,
Mela Tiruchendur village.

	Approximate area ascertained. Acs.
Mela Tiruchendur village.	
Government, dry, S No. 194 part, belonging to 114. Arunachalam Chetti, Subramanian Chetti, Vellamatha Chetti, Sadasivamatha Chetti, Kumaravelu Chetti and Pachi, bounded on the north by No. 193 part, east by Kisha Tirunelender; south by No. 195; west by No. 206-2	0·79
Government, dry, S No. 206-1 part, belonging to 65. Rosa Pewel Ethalri Rodrigues, bounded on the north by No. 206-1 part, east by No. 206-1 part; south by No 195, west by No. 207	0·15
Government, dry, S No. 206-1 part, belonging to 311 K Arunachalam Chetti, Subramanian Chetti, Vaithianatha Chetti, Sadalaimatha Chetti, Seasuvarial Furnand, Susai Franeis Sesha Rodrigues, Sornammal Rodrigues, Arokkia Ammal Rodrigues, Senpt Ammal Rodrigues and Susai Innas Rodrigues, bounded on the north by No. 206-2 part, east by No 196, south by No. 195; west by No. 206-1 part	0·11
Government, dry, S No 242 part, belonging to 46. Shanmugam Chetti, Sivasooran Chetti, Sadalaimatha Chetti, Pichikkanna Chetti, Arunachalam Chetti, Subramania Chetti, Vellamatha Chetti, Sadalaimatha Chetti, A. Kuvvalayan, Sadalaimadan, Subramanian, Ilayaperumal, Valiyan, Sadalaimadan, Kanukathan, A. Sivasanthaperumal, Polumadan, Kanumalaya and Sivanaperumal, bounded on the north by No 241 part; east by No 135; south by No 242 part; west by No 243-2 & 1 A part	0·51
Government, dry, S. No. 243-1 part, belonging to 311 Ramaswami Nadar, bounded on the north by No. 243-2; east by No. 212; south by No. 244-1 part; west by No. 214 2 & 1 E	0 65
Government, dry, S No. 244-1 A part, belonging to 318. Sri Subramanyaswami temple, Thiruppani Vijaraja Thambiran, Ramalinga Athitha Nadar, Chockalinga Athitha Nadar, *s/o* Chockalinga Athitha Nadar, 4 Ramalinga Athitha Nadar, *s/o.* Arupathumoovar Athitha Nadar, Mela Veedu *s/o.* Sivanthi Athitha Nadar, Dumiswami Athitha Nadar, Kumaraswami Athitha Nadar, 2 Pasna Nadar Alias Pathumainar Nadar, Ayyakkutti Nadar, *s/o* Sooria Somasundarapandia Nadar, *s/o* Kuppamutha Chettiar, Kumarasamy Athitha Nadar, *s/o* Kumarasami Athitha Nadar, Ramaswami Athitha Nadar, *s/o.* Arumugaperumal Athitha Nadar, Arumugaperumal Athitha Nadar, Ramaswami Athitha Nadar, Duraimuruswami Athitha Nadar, Sankaranarayanan Athitha Nadar, Subramania Athitha Nadar, Sivasubramania Athitha Nadar, Nadathi, Nagamutha Athitha Nadar, 3 Thyapperumal Nadar, Kisha Veedu *s/o* Sivasuthi Athitha Nadar, Aumsan Athitha Nadar, Parvathi Athitha Nadar, Duraisamyswamy Athitha Nadar, Alagarsamundara Athitha Nadar, Duraisami Athitha Nadar, Sivasubrapurathi Athitha Nadar, Sankaranarayanan Athitha Nadar, Sivasanthi Athitha Nadar Kumaswami Athitha Nadar, Swaminathe Athitha Nadar, Vanyakkumathi Athitha Nadar, Subramania Athitha Nadar, Vathiyathaperumal Athitha Nadar, Arumugaperumal Athitha Nadar and Sundarakkanni Athitha Nadar, bounded on the north by No 243-2; east by No. 244-2, south by No. 244-1 A part; west by No. 246	1 46

		ACS.
Government, dry, S. No. 245 part, belonging to Nth. Urkathiar, Illandada Nadathiar, Rangoranda Nadar alias Abel Nadar, Perumal Sudarsana Peter Nadar alias Arumuga Nadar alias Aaruthra Nadar, Subbiah Nadar alias Sivamani Nadar and ors. Ayyaperumal Nadar, bounded on the north by No. 246 part; east by No. 214-1 A part; south by No. 245 part, west by No. 246		1·63
Government, dry, S. No. 214 part, belonging to 857. Kulandaivelu Nadathi, Subbumapa Athithan Nadar and all the pattadars in patta No. 318 noted against S. No. 214-1 A part, bounded on the north by No. 2nd part; east by No. 240; south by No. 135, west by No. 247		0·64
Government, dry, S. No. 247 part, belonging to 858. Amirthammal Nadar, Rani Nadathi and Palammal Nadathi, bounded on the north by No. 247 part, east by No. 216, south by No. 135, west by Paramasivanathi		0·25
	Total ..	2·52

Kuda Tirachinder village

Government, dry, S. No. 391 part, belonging to 18. Arunachalam Chetti, Subramaniam Chetti, Yesumathu Chetti and Sadaimuthu Chetti, bounded on the north by No. 391 part; east by No. 390-1 part; south by No. 394 part; west by No. 387-4 part		0·28
Government, dry, S. No. 397-1 part, belonging to 934 Peter Anthoni Santhana Rodrigues, bounded on the north by No. 397-2 part; east by No. 397-2; south by No. 397-1 part; west by Mela Tiruchendur		0·41
Government, dry, S. No. 397-2 part, belonging to 64. Susai Pavai Pithabin Rodrigues, bounded on the north by No. 397-3 part, east by No. 397-1 part; south by No. 397-3 part, west by No. 397-2 ..		0·20
Government, dry, S. No. 397-4 part, belonging to 664. Sundaswami Chetti and Parvathi Ammal, bounded on the north by No. 397-4 part; east by No. 391 part; south by No. 397-4 part, west by No. 397-5 part		0·14
Government, dry, S. No. 397-5 part, belonging to 423 S. Subbiah Pillai and Ranganaiknr Pillai, bounded on the north by No. 397-6 part, east by No. 397-4 part; south by No. 397-5 part; west by No. 397-3 part		0·21
Government, dry, S. No. 399-1 part, belonging to 870 Murugappa Pillai, Arumugam Pillai, Sadaimuthu Pillai, Sami Silvai Pera and Sami Muthu Pera, bounded on the north by No. 399-2 part; east by No. 399-2 part; south by No. 399-1 part, west by No. 394 part		1·15
Government, dry, S. No. 399-2 part, belonging to 18. Arunachalam Chetti, Subramaniam Chetti, Vellamuthu Chetti and Sadaimuthu Chetti, bounded on the north by No. 399-2 part; east by No. 401-2 part, south by No. 399-2 part; west by No. 399-1 part		0·12
Government, dry, S. No. 401-2 part, belonging to 438 Duraiswami Athithan Nadar, bounded on the north by Nos 401-2 part & 517; east by No. 517; south by No. 399-2 part; west by No. 401-2 part..		6 23
	Total ..	8 23

No. 1581.—Under section 5 of the Land Acquisition Act I of 1894 the Government hereby declare that the land specified below and measuring 7,151 square feet, be the same a little more or less, is needed for a public purpose, to wit, for Sanitary Lane No. 31 of Ward I in the rear of south row of houses in Ennadurai South street, Kumbakonam, and the Special Deputy Collector, Kumbakonam, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Kumbakonam, and may be inspected at any time during office hours.

Tanjore district, Kumbakonam taluk,
No. 60. Patnam village.

		SQ. FT.
Dry, T.S No. 499-2, belonging to Krishnaswami Nayakar and Sarangapani Nayakar, bounded on the north by T.S. No 499-1, east by Block No 27; south by T S. No. 498; west by T.S. No. 501-2 ..		570
Nattam, T S No. 501-2, belonging to Abbul Nayuda, morigagee Kavasi Ammal bounded on the north by T.S. No 501-1; east by T S No 499-2; south by T S. No 498; west by T S No 502-2 ..		238
Dry, T S No 502-2, belonging to Govindaswami Pillai, mortgagee Nana Nayakar, bounded on the north by T S No. 502-1; east by T S No. 501-2; south by T S No 496; west by T S. No 504-2 ..		234
Nattam, T S No 503-2, belonging to Chakrapani Pillai, bounded on the north by T S. No. 503-1; east by T S Nos 502-2 and 498; south by T.S. No 498, west by T S No 505 2		449
Nattam, T.S No 505-2, belonging to Chakrapani Pillai, bounded on the north by T.S. No 505-1; east by T S. No. 504 2; south by T S. No. 498, west by T S No. 506-2		190
Nattam, T S. No 506-2, belonging to Sivaram Rao, bounded on the north by T S No. 506-1; east by T S No 504-2; south by T.S. No. 498; west by T S. No. 507-2		360
Nattam, T.S No. 552-2, belonging to Jagannadha Pillai and Vaithilingam Pillai alias Muthukrishnaram Pillai, bounded on the north by T S. No 552-1; east by T S No 556-2; south by T S No. 493, west by T S. No. 553-2		330
Nattam, T S No 553-2, belonging to Aravamudha Nayakar, bounded on the north by T.S. No. 553-1; east by T S No. 552-2, south by T.S. No. 498; west by T.S. No 551-4		450
Nattam, T S. No. 551-2, belonging to Pakkiri Ammal, widow of Nainar Pillai, Hariharan Dungaram, bounded on the north by T S No. 554 1; east by T S. No 552-2, south by T.S. No. 493, west by T S. No. 555-2		133
Nattam, T S. No. 556-2, belonging to Damodara Chetiyar, sonpuar Krishnaswami Nayuda, bounded on the north by T S No. 555-1, east by T.S. No 554-2, south by T.S. No 561; west by T S No 557-2		405
Nattam, T.S. No. 558-2, belonging to Rajagopala Pillai, bounded on the north by T S No. 558-1; east by T.S. No 556-2; south by T.S No. 556-3; west by T.S. No. 557-3		440
Nattam, T.S No. 556-3, belonging to Rajagopala Pillai, bounded on the north by T S. No. 556-2, east and south by T.S. No. 561; west by T.S. No 557-3		177 (extra land).
Nattam, T.S. No 557-2, belonging to S. Rama Mudaliyar, bounded on the north by T.S. No. 557-1; east by T S. No. 554-2, south by T S. No. 557-3, west by T S. No. 558-2		630
Nattam T.S. No. 557-3, belonging to S Rama Mudaliyar, bounded on the north by T S. No. 557-2, east by T.S No 556-3; south by T S No 561; west by T S No. 558-3		322 (extra land).
Nattam, T S. No. 558-2, belonging to A Ramaswami Pillai and Govindaswami minor guardian A. Ramaswami Pillai, bounded on the north by T S. No 558-1; east by T S No 557-2; south by T.S. No 558-3, west by T.S No. 559-2 ..		260
Nattam, T S No. 558-3, belonging to A Ramaswami Pillai and Govindaswami minor guardian A Ramaswami Pillai, bounded on the north by T.S. No 558-2, east by T.S No. 557-3; south by T.S. No. 561, west by T.S. No. 559-3		272 (extra land).
Nattam, T S No 559-2, belonging to Alamelu Ammal, bounded on the south by T S. No 559-1; east by T S. No 558-2; south by T.S. No. 559-3; west by T.S. No 560-2		280
Nattam, T.S. No. 559-3, belonging to Alamelu Ammal, bounded on the north by T S. No. 559-2, east by T S No. 558-3; south by T S No 561; west by T.S. No. 560-2		164 (extra land).
Nattam, T S. No. 560-2, belonging to Chakrapani Pillai, bounded on the north by T.S No. 560-1, east by T.S. No. 559-2, south by T S. No. 559-3; west by T S. No. 562-2		220
Nattam, T.S No. 560-3, belonging to Chakrapani Pillai, bounded on the north by T S No. 561-2, east by T S No 559-3; south by T.S. No. 561; west by T.S. No. 562-3		77 (extra land).
Dry, T.S. No. 562-2, belonging to Secretary, Ennadhurai Secondary School bounded on the north by T S. No. 562-1; east by T S. No. 560-2, south by T.S. No. 562-3; west by T.S. No 563-2 ..		180
Dry, T S. No. 562-3, belonging to Secretary, Ennadhurai Secondary School, bounded on the north by T S No. 562 2, east by T S. No. 560-3, south and west by T.S. No. 561		38 (extra land).

	Ac.	Pt.
Poramboke, T.S. No. 582-2, belonging to Secretary, Banadhurai Secondary School, bounded on the north by T.S. No. 585-1; east by T.S. No. 582-3; south by T.S. No. 581; west by T.S. No. 581-2 ..	1	15
Poramboke, T.S. No. 584-3, belonging to Secretary, Banadhurai Secondary School, bounded on the north by T.S. No. 584-1; east by T.S. No. 583-2; south by T.S. No. 581; west by Block No. 1P ..	1	90
Nattam, T.S. No. 585-2, belonging to Secretary, Banadhurai Secondary School, bounded on the north by T.S. No. 585-1; east by Block No. 1P; south by T.S. No. 571; west by T.S. No. 586-b ..		112
Nattam, T.S. No. 586-1, belonging to Secretary, Banadhurai Secondary School, bounded on the north by T.S. No. 586-1; east by T.S. No. 586-2; south and west by T.S. No. 574		126
Dry, T.S. No. 576-2 B, belonging to Rajagopala Pathar, bounded on the north by T.S. No. 576-2 A; east and south by T.S. No. 674; west by T.S. No. 576-1		346
Total ..	7	134

No. 1582.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for Sanitary Lane No. 16 of Ward IV, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
No. 98. Patnam village.

	Approximate extent. Ac.	Pt.
Religious inam, dry, T.S. No. 346 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Ramia Pathar, bounded on the north by No. 344; east by No. 347; south by No. 345 part; west by No. 338		146
Religious inam, dry, T.S. No. 345 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Ayyakannu Pathar, bounded on the north by No. 335, east by Sanitary Lane No. 15, south by No. 345 part; west by No. 347		94
Religious inam, dry, T.S. No. 345 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Ayyakannu Pathar, bounded on the north by No. 344; east by No. 350; south by No. 345 part; west by Sanitary Lane Nos. 16 and 348		129
Religious inam, dry, T.S. No. 330 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Ayyakannu Pathar, bounded on the north by No. 328; east by No. 331; south by No. 329 part; west by No. 319		23½
Religious inam, dry, T.S. No. 641 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Thalamuthu, wife of Swami Pathar, bounded on the north by No. 654; east by No. 362; south by No. 641 part; west by No. 360		140
Religious inam, dry, T.S. No. 352 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Virappa Asari, son of Ibbarasalinga Asari, bounded on the north by No. 364; east by No. 353; south by No. 352 part; west by No. 354		15½
Religious inam, dry, T.S. No. 353 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Ratna Pathar, son of Maruthu Pathar, bounded on the north by No. 354; east by No. 354; south by No. 352 part, west by No. 352		18½
Religious inam, dry, T.S. No. 664 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Lakshmana Pathar, mortgagee Ratna Pathar, son of Maruthu Pathar, bounded on the north by No. 364; east by No. 655, south by No. 654, west by No. 653		21½
Religious inam, dry, T.S. No. 355 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Karuppa Pathar, bounded on the north by No. 360, east by No. 356, south by No. 355 part, west by No. 354		14½
Religious inam, dry, T.S. No. 344 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Siva Pathar, bounded on the north by No. 364; east by No. 347; south by No. 6-6 part; west by No. 355		9½
Religious inam, dry, T.S. No. 357 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Krishnaswami Pathar, bounded on the north by No. 364; east by No. 356; south by No. 357 part; west by No. 356		9½
Religious inam, dry, T.S. No. 358 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Selliam, wife of Ramaswami Pathar, bounded on the north by No. 361; east by No. 359; south by No. 358 part; west by No. 357		2½
Religious inam, dry, T.S. No. 360 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Selliam, wife of Ramaswami Pathar, bounded on the north by No. 361; east by No. 360; south by No. 359 part; west by No. 358		13½
Religious inam, dry, T.S. No. 360 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Subbaya Pathar, bounded on the north by No. 364; east by No. 361; south by No. 360 part; west by No. 359		13½
Religious inam, dry, T.S. No. 361 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Nagammal, bounded on the north by Nos. 361 and 363; east by No. 362, south by No. 361 part; west by No. 360		12½
Religious inam, dry, T.S. No. 362 part, owner T.D. No. 364, Kumbattaraswanathaswami temple trustee Nagarathina Mudaliyar, occupier Kodi Pathar, bounded on the north by No. 363, east by No. 611, south by No. 362 part, west by No. 361		14½

No. 1583.—Whereas it appears to the Government that the lands specified below are needed for a public purpose, to wit, for sanitary lane No. 10 of ward No. 4, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
No. 86, Patnam village.

	Approximate extent. Ac.	Pt.
Nattam, private, T.S. No. 340 part, owners Alamelu and Thakarutem, bounded on the north by T.S. No. 340 part; east by T.S. No. 339, south and west by T.S. No. 341		19½
Nattam, private, T.S. No. 339 part, owners Kamakshi Amman temple, trustees Manuya Pathar, son of Ayyadorai Pathar, Chokalinga Pathar, Maruda Pathar, Ratna Pathar, Subrahmanya Pathar, Velayuda Pathar and Manuya Pathar, bounded on the north by T.S. No. 340 part, east by T.S. No. 338, south by T.S. No. 341, west by T.S. No. 340		15½
Nattam, private, T.S. No. 338 part, owner Muthayee Kathigan, bounded on the north by T.S. No. 340 part, east by T.S. No. 337; south by T.S. No. 341, west by T.S. No. 339		1½

	Sq. ft.
Kuttam, private, T.S. No. 337 part, owner Natesa Pathar, bounded on the north by T.S. No. 347 part; east by T.S. No. 336; south by T.S. No. 341; west by T.S No 333	200
Nattam, private, T.S. No. 338 part, owners Nagamatha Pathar, Thyagaratha Ammal, Shanmugha Pathar, Angamuthu, Thavasam and Chinnapillai Pathar, Angamuthu, Thavasam and Chinnapillai Ammal, mortgagee Sarangapani Aiyar, Kumbakonam-viswanatha north street, bounded on the north by T.S No. 336 part; east by T.S No. 335; south by T.S No 341; west by T.S. No 337	320
Nattam, private, T.S. No. 339 part, owners Nagamatha Pathar, Thyagaratha Ammal, Shanmugha Pathar, Angamuthu, Thavasam and Chinnapillai Ammal, mortgagee Ramakrishna Chettiyar, bounded on the north by T.S No. 336 part; east by T.S. No 333, south by T.S. No 341; west by T.S. No 334	148
Religious inam, dry, T.S. No. 324 part, owner T.D. No. 364, Kumbattaraswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Kadi Pathar, Tukkampiliya steers, mortgagee Rajagopala Nayak, Kumbesvaran south, bounded on the north by T.S No. 324 part; east by T.S. No. 321; south by T.S. Nos 3 4 part and 329; west by T.S. Nos 328 and 325	127
Religious, inam, dry, T.S. No. 324 part, owner T.D. No. 351 Kumbattaraswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Kadi Pathar, Tukkampiliya street, mortgagee Rajagopala Nayak, Kumbesvaran south, bounded on the north by T.S. No. 324 part; east by T.S. No. 321; south and west by T.S. No 323	0
Religious, inam, dry, T.S. No. 325 part, owner T.D. No. 364, Kumbakinvisvaranthiswami temple, trustee Nagarathina Mudaliyar, occupier Ratna Ammal, mortgagee Rajagopal Nayak, bounded on the north by T.S No 3 4 part, east by T.S No, 324; south and west by T.S. No 323	30
Religious, inam, dry, T.S. No. 327 part, owner T.D. No 364 Kumbattaviswanathaswami temple, trustee Nagarathina Mudaliyar, occupiers Nagamatha Pathar and Angammal, mortgagee Subbaraya Pathar, bounded on the north by T.S No 327 part; east and south by T.S. No. 324, west by T.S No 323	21
Religious, inam, dry, T.S No 328 part, owner T.D No 364, Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Subbamya Pathar, bounded on the north by T.S. No. 328 part; east by T.S. No 327; south by T.S No. 323; west by T.S. No. 329	16
Religious, inam, dry, T.S. No 330 part, owner T.D. No. 364, Kumbattaraswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Thayanayaki Ammal, bounded on the north by T.S No. 330 part; east and south by T.S. No. 325; west by T.S No 331	57
Religious, inam, dry, T.S No. 331 part, owner T.D. No. 364 Kumbattaraswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Sellam, bounded on the north by T.S. No. 331 part, east by T.S. No. 330, south by T.S. No. 323; west by T.S. No. 333	300
Religious, inam, dry, T.S. No. 331 part, owner T.D. No. 364 Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Sellam, bounded on the north by T.S. No. 331 part, east and south by T.S No. 323, west by T.S. No. 333	8
Religious, inam, dry, T.S. No. 332 part, owner T.D. No. 364, Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Ayyakannu Pathar, bounded on the north by T.S No 332 part, east by T.S. No 331, south by T.S. No 332 part; west by T.S. No. 333	278
Religious, inam, dry, T.S. No. 332 part, owner T.D. No 364 Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupier Ayyakannu Pathar, bounded on the north by T.S. No 332 part; east by T.S No. 331; south by T.S. No. 323, west by T.S No. 333	152
Religious, inam, dry, T.S. No 333 part, owner T.D. No. 364 Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupiers Viraswami Pathar, Panchanathan, Sundarathammal, Ahirami and Unnamalai, bounded on the north by T.S No 330, east by T.S No 332; south by T.S. No. 323 part and 323; west by T.S No. 336	243
Religious, inam, dry, T.S. No 323 part, owner T.D. No. 364 Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupiers Viraswami Pathar, Panchanathan, Sundarathammal, Ahirami and Unnamalai, bounded on the north by T.S No. 332 part; east by T.S. No. 333; south and west by T.S No 323	60
Religious, inam, dry, T.S No 322 part, owner T.D. No. 364 Kumbattaiswamithaswami temple, trustee Nagarathina Mudaliyar, occupiers Kuthaperumal Pathar and Ganga Ammal, bounded on the north, east and south by T.S. No. 321 part; west by T.S. No. 324	330

No. 1584.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for Sanitary Inam No. 14 of Ward 4, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
Mokhasa Inam, Moopukoil village.

	Approximate extent, sq. ft.
Mokhasa, municipal, personal inam, dry, T.S. No 292 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Dorasia Ayyaswami Ayyar, bounded on the north by T.S. No. 292 part; east by T.S. No 291, south by T.S Nos. 273 and 274; west by T.S. No. 293	302
Mokhasa, municipal, personal inam, dry, T.S No. 291 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Kondi Venkatachalapati Chettiyar, bounded on the north by T.S. No. 294; east by T.S No 292; south by T.S Nos 274 and 275; west by T.S. No 292	374
Mokhasa, municipal, personal inam, dry, T.S No. 291 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Kandivenkatachalapati Chettiyar, bounded on the north by T.S. No. 291, east by T.S No. 290; south by T.S. No. 273; west by T.S No 292	7
Mokhasa, municipal, personal inam, dry, T.S. No 290 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Kondaramier, bounded on the north by T.S No. 290 part, east by T.S No. 289; south by T.S No. 290 part; west by T.S. No. 291	256
Mokhasa, municipal, personal inam, dry, T.S. No. 290 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Kondaramier, bounded on the north by T.S. No 290 part, east by T.S No. 289; south by T.S. Nos 276 and 276, west by T.S. No. 291	97
Mokhasa, municipal, personal inam, dry, T.S. No. 289 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier M. R. M. Venkatachalapati Chetti, bounded on the north by T.S No 288 part, east by T.S No. 288; south by T.S. Nos. 277 and 278 part; west by T.S. No. 290 ..	260
Mokhasa, municipal, personal inam, dry, T.S. No 289 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier M. R. M. Venkatachalapati Chetti, bounded on the north by T.S. No 289 part, east and south by T.S. No. 277; west by T.S. No. 290	4
Mokhasa, municipal, personal inam, dry, T.S. No. 286 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier K. Chakrapani Ayyar, bounded on the north by T.S. No. 288 part, east by T.S. No. 287; south by T.S. Nos. 278 and 279; west by T.S. No. 289	323
Mokhasa, municipal, personal inam, dry, T.S. No. 287 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Nombu Subramma Ayyar, bounded on the north by T.S. No. 287 part, east by T.S. No. 286; south by T.S. Nos. 279 and 287 part; west by T.S No 289 ..	259

	Sq. Yr.
Mokhasa, municipal, personal inam, dry, T.S. No. 287 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Nombu Balarama Ayyar, bounded on the north by T.S. No. 287 part; east by T.S. No. 286; south by T.S. No. 280; west by T.S. No. 279	13
Mokhasa, municipal, personal inam, dry, T.S. No. 289 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Pothi Gunapati Chettiyar, bounded on the north by T.S. No. 288 part; east by T.S. No. 285; south by T.S. No. 288 part, west by T.S. No. 287	220
Mokhasa, municipal, personal inam, dry, T.S. No. 286 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Pothi Gunapati Chettiyar, bounded on the north by T.S. No. 285 part, east by T.S. No. 285, south by T.S. Nos. 280 and 284, west by T.S. No. 287	66
Mokhasa, municipal, personal inam, dry, T.S. No. 285 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Giri Tukaa Ammal, bounded on the north by T.S. No. 285 part; east by T.S. No. 284, south by T.S. No. 286 part, west by T.S. No. 286	330
Mokhasa, municipal, personal inam, dry, T.S. No. 285 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Giri Tukaa Ammal, bounded on the north by T.S. No. 285 part; east by T.S. No. 284, south by T.S. Nos. 281 and 282, west by T.S. No. 284	66
Mokhasa, municipal personal inam, dry, T.S. No. 284 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Subbaraya Chettiyar, bounded on the north by T.S. No. 284 part, east by block No. 8, south by T.S. No. 284 part; west by T.S. No. 285	220
Mokhasa, municipal, personal inam, dry, T.S. No. 281 part, belonging to Srilasri Kannakudi Pandaram, occupier Subbaraya Chettiyar, bounded on the north by T.S. No. 280 part; east by block No. 8; south by T.S. Nos. 280 and 283, west by T.S. No. 285	20
Mokhasa, municipal, personal inam, dry, T.S. No. 278 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupiers Mallampana Venkatachala Raghuthar and Gargar Ammal, bounded on the north and east by T.S. No. 280; south by T.S. No. 278 part; west by T.S. No. 277	9
Mokhasa, municipal, personal inam, dry, T.S. No. 277 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Javali Lakshmana Chetti, bounded on the north by T.S. No. 280; east by T.S. No. 278, south and west by T.S. No. 277 part	30
Mokhasa, municipal, personal inam, dry, T.S. No. 274 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupiers Kamaraswami Ayyar and Venkatachalapati Ayyar, mortgagee Kumba Sundararaja Ayyar, 14, Manai street, Dasarapram, bounded on the north by T.S. Nos. 281 and 282; east by T.S. No. 276, south by T.S. No. 274 part; west by T.S. No. 273	25
Mokhasa, municipal, personal inam dry, T.S. No. 273 part, belonging to Srilasri Kannakudi Pandaram Avargal, occupier Chinnaswami Pavan, bounded on the north by T.S. No. 281; east by T.S. No. 274, south by No. 273 part, west by T.S. No. 283	24

No. 1585.—Whereas it appears to the Government that the lands specified below and situated in the following villages are needed for a public purpose, to wit, for the construction of and approaches to the bridge over the Mahanadi near Asika, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Chatrapur, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Ghumsur, to perform the functions of a Collector under section 5-A of the Act.

Ganjam District, Aska taluk, Mukundapur village.

	Approximate extent, Acre
Government, dry, part of S. No. 20, belonging to Gandu Jenna, Khuli Jenna and Bhagavan Jenna, bounded on the north by S. No. 20 part, east and south by S. No. 14; west by S. No. 22	0·01
Inam, dry, part of S. Nos. 22, belonging to barber service bounded on the north by S. No. 22 part; east by S. No. 20; south by S. Nos. 14; west by S. No. 23-8	0·03
Government, dry, part of S. No. 23-8, belonging to Patruni Lakshminarayana Patro, bounded on the north by S. No. 23-8 part, east by S. Nos. 22 part and 25; south by S. Nos. 15 and 207; west by S. No. 23-8 part	0·43
Government, dry, part of S. No. 23-8, belonging to Narasinga Nahako, bounded on the north by S. No. 23-8 part; east by S. No. 23-8 part, south by S. No. 207, west by S. No. 23-7 part	0·02
Government, dry, part of S. No. 23-7, patradar Gayri Syamulu and anjuyar Bhagthan Symulu, bounded on the north by S. No. 23-8 part, east by S. No. 23-8 part, south by S. No. 207; west by S. No. 23-7 part	0·01

Kameswarapeta village.

Zamindari, jirayati, S. No. nil, belonging to Sreepramda Patro and brothers and the Malikdar of Aska Estate, bounded on the north by the Sada Nadi; east by Local Fund road, south by flood bank, west by land of Sreepramda Patro and brothers	0·42
Zamindari waste and flood bank, S. No. nil, belonging to the Malikdar of Aska Estate, bounded on the north by land of Sreepramda Patro and brothers, east and south by Local Fund road, west by waste land of the Malikdar, Aska ..	0·32
Total ..	0·74

Padugeswarapalli village.

Zamindari, jirayati, S. No. nil, belonging to Narasingo Nahako and Malikdar of Kurla Estate, bounded on the north by land of Narasingo Nahako; west by Local Fund road	0·03
Zamindari, home farm land S. No. nil, belonging to M.R.Ry. T. V. Kondala Rao Pantulu, bounded on the north and east by land of M.R.Ry. T. V. Kondal Rao Pantulu; south by path permissible; west by Local Fund road	0·01
Total ..	0·04

No. 1586.—Under section 6 of the land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 2·26 acres, be the same a little more or less, is needed for a public purpose, to wit, for the construction of a Local Fund road from Rayole to Dusi; and, under sections 3 and 7, the Revenue Divisional Officer, Chicacole, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Chicacole, and may be inspected at any time during office hours.

Ganjam district, Chicacole taluk, Vanjangi village.

	Acre.
Inam, wet, devadayam, T.S. No. 675-1 B belonging to trustee Pakkirimahanti Raja Ramdasu Pavan for Sri Jagannadhaswami Varu, bounded on the north by T.S. No. 675-1 A; east by No. 675-1 C; south by No. 675-1 D, west by No. 675-2 A ..	2·54
Inam, wet, devadayam, S. No. 675-1 C, belonging to Trustee Pakkirimahanti Raja Ramdasu Pavaji for Sri Jagannadhaswami Varu, bounded on the north by T.S. No. 675-1 A; east by No. 40 Rayole; south by No. 675-1 D; west by No. 675-1 B ..	1·72
Total ..	4·26

No. 1557.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for Sanitary lane No. 21 of Ward IV, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorise the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
Mekhana Inam Mopakoil village.

	Approximate extent.
	sq. yr
Mekhana Mupakoil, personal inam, dry, T.S. No. 402 part, saivavandar Athmaram Madigh, guardian appointed by the District Judge, West Tanjore, for the minors Venkoji Rao and his three brothers of the Tanjore Palace Estate, kadiyaramdar Kunnimangal Pillai, son of Ponnusamy Pillai bounded on the north by T.S. No. 402 part; east by T.S. Nos. 401 and 404; south by T.S. No. 402 part, west by T.S. No. 403	1,070
Mekhana Mupakoil, personal inam, dry, T.S. No. 401 part, saivavandar Athmaram Madigh, guardian appointed by the District Judge, West Tanjore, for the minors Venkoji Rao and his three brothers of the Tanjore Palace Estate, kadiyaramdar Ponnusamy, neardaka of Pamayan Nadar, bounded on the north by T.S. No. 403; east by T.S. Nos. 405; south by T.S. No. 404 part, west by T.S. No. 402	60

No. 1558.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the construction of a drain, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Mayavaram, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Mayavaram, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Mayavaram taluk,
No. 141, Koneerajapuram village.

	Approximate extent. acres.
Nattam, private, S No 463-1 part, belonging to P. R. S Swaminatha Ayyar, S. A Radhakrishna Ayyar, S Nageswara Ayyar, S Kothandarama Ayyar, Sahi Ammal, V. Sreenivasa Ayyar, K. S Venkataram Ayyar, Anantha Ammal, minor Krishnamurthi by guardian Gnanambal Ammal, Medi Venkataramu Ayyar, Suranga Sreenivasa Ayyar, Sastri K. Ganesa Ayyar, N. S Swaminatha Ayyar, K. V. Subrahmanya Ayyar, Sastri S. Sreenivasa Ayyar, P. V. Ramaswami Ayyar, A. Natarajа Ayyar, K. Narayana Ayyar and K. Narayana Ayyar, bounded on the north, east, south and west by No. 463-1 part	0 06

No. 1559.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for a village road from Vathoor to Irumeshi via Mannaporam, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Tinnevelly, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector to perform the functions of a Collector under section 5-A of the Act.

Tinnevelly district, Nanguneri taluk,
Therkku Kallikulam village.

	Approximate extent acres
Private nattam, vasant, S. No. 47, belonging to Cruz Michael Nadar, bounded on the north by surplus odai, east by private nattam of Cruz Michael Nadar; south by private nattam of Thommai Anthoni Nadar; west by Nadar street.	250 sq. links.
Private nattam, vasant, S. No 47, belonging to Thommai Anthoni Nadar, bounded on the north by private nattam of Cruz Michael Nadar; east by private nattam of Thommai Anthoni Nadar; south by Edakkudi street; west by Nadar street.	0 01 250 sq. links
Private nattam, thatched shed, S No. 47, belonging to N Sadaiyandi Asari, bounded on the north by private thatched shed of N Sadaiyandi Asari; east and south by Edakkudi street; west by private house of N Sadaiyandi Asari ..	812½ sq. links.
Private nattam, pial, vasant, S No 47, belonging to Ezhakkantha Asari, bounded on the north by Edakkudi street; east by lane; south by private house of Ezhakkantha Asari; west by private house of sr. Pichakannai Asari	108 sq. links.
Private nattam, pial, vasant, S. No 47, belonging to sr. Pichakannai Asari, bounded on the north by Edakkudi street; east by private house of Ezhakkantha Asari; south by private house of sr. Pichakannai Asari, west by private house of Thamba Konar	72 sq. links.
Private nattam, pial, vasant, S. No 47, belonging to P. Thamba Konar, bounded on the north by Edakkudi street, east by private house of sr. Pichakannai Asari; south by private house of P. Thamba Konar; west by private house of P Mookka Konar	40 sq. links.
Private nattam, pial, vasant, S. No 47, belonging to Annamuthu Konar, bounded on the north by Edakkudi street; east by private house of P. Thamba Konar, south by private house of Annamuthu Konar, west by private house of sr. Thamba Konar	150 sq. links.
Private nattam, pial, vasant, S. No 47, belonging to sr. Thamba Konar, bounded on the north by Edakkudi street; east by private house of E Annamuthu Konar; south by private house of sr. Thamba Konar; west by Nadar lane ..	160 sq. links.
Private nattam, pial, vasant, S. No. 47, belonging to P Mookka Konar, bounded on the north by Edakkudi street; east by private house of P Thamba Konar, south by private house of P. Mookka Konar; west by private house of sr. Thamba Konar	74 sq. links.
Private nattam, pial, vasant, S. No 47, belonging to K Kolappa Pillai, bounded on the north by Edakkudi street, east by lane; south by private house of K. Kolappa Pillai; west by private house of Annamali Marakkayar	81 sq. links.
Total ..	0 02 and 448½ sq. links.

No. 1560.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for sanitary lane No. 23 of Ward No. 4 behind houses in Kavanai street, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby

authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk, Mukasa Mupakoil inam village.

	Ac.	Pt.
Mukasa Mupakoil personal inam, dry, T.S. No. 504 part, mokturandar Atmaram Madigh, guardian of the minors Venkaji Rao and his three brothers of the Tanjore Palace estate, kudivarandar Seshu Ammal, bounded on the north by T.S. No. 501 part; east by T.S. No. 505; south by T.S. No. 501 part; west by T.S. No. 504		120
Mukasa Mupakoil personal inam dry, T.S. No. 502 part, mokturandar Atmaram Madigh, guardian of the minors Venkaji Rao and his three brothers of the Tanjore Palace estate, kudivarandars Subbaraya Ayyar, Raghava Chetti and Ramakrishna Chetti, trustees of Soundara Gopalakrishna Rajasa Mudi of the street, bounded on the north by T.S. No. 504 part; east by T.S. No. 506; south by T.S. No. 505 part, west by T.S. No. 504		220
Mukasa Mupakoil personal inam, dry, T.S. No. 505 part, mokturandar Atmaram Madigh, guardian of the minors Venkaji Rao and his three brothers of the Tanjore Palace estate, kudivarandar Narayanaswami Chetti, bounded on the north by T.S. No. 506 part; east by T.S. No. 507, south by T.S. No. 505 part, west by T.S. No. 506		230

No. 1591.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 2,401 square feet, be the same a little more or less, is needed for a public purpose, to wit, for Sanitary Lane No. 81, part 2 of the Ward II, Kumbakonam Municipality, and, under sections 3 and 7, the Special Deputy Collector, Kumbakonam, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Kumbakonam, and may be inspected at any time during office hours.

Tanjore district, Kumbakonam taluk, No. 86, Patnam village.

	Ac.	Pt.
Government, dry, No. 1483-1, belonging to Amirdalingam Chetti, son of Muthukumara Chetti, and Muthuvelayi Pillai, bounded on the north by Nos. 1485-1 and 2656, east by Nos. 1484-1 and 1486-1; south by No. 1483-2; west by No. 1182 ..		640
Government, dry, No. 1481-1, belonging to Muthuvelayi Pillai, son of Krishna Pillai, bounded on the south and east by No. 1485-1; south by No. 1484-2; west by No. 1483-1		81
Government, dry, No. 1483-1, belonging to Muthukrishna Pillai, son of Ramanujam Pillai, and Muthurakavi Pillai, mortgagees Rangaswami Pillai, Dakshinamurthi Pillai and Kandaswami Pillai, bounded on the north by Nos. 2656 and 1526; east by Nos. 1524 and 1483-1; south by Nos. 1485-2, 1484-1 and 1483-1; west by Nos. 1484-1 and 1483-1		675
Nattam, private, No. 1489-1, belonging to P. L. N. K. M. Nagappa Chettiyar and S. Vinayagamurthi Pillai, bounded on the north by No. 1524, east by Nos. 1517 and 1518, south by No. 1489-2, west by No. 1485-1		470
Nattam, private, No. 1516 cattle, belonging to P. L. N. K. M. Nagappa Chettiyar and S. Vinayagamurthi Pillai, bounded on the north by No. 1524, east by No. 1501; south by No. 1517; west by No. 1489-1		128
Nattam, private, No. 1517, cattle, belonging to A. G. Seshammal, wife of Gopalaswami Chettiyar, bounded on the north by No. 1516; east by No. 1501; south by No. 1514; west by No. 1489-1 & 2		287
Total ..		2,401

No. 1592.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 4 cents, be the same a little more or less, is needed for a public purpose, to wit, for a pathway; and, under sections 3 and 7, the Sub-Collector, Tirupattur, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub Collector, Tirupattur, and may be inspected at any time during office hours.

North Arcot district, Tirupattur taluk, Alangayan village.

	Cents
R.S. No. 390-1, village site pannaikka (jarrid), belonging to Shah Abdul Rahim Sahib and Abdul Latif Sahib, bounded on the north by R.S. No. 392, east by R.S. No. 391; south by R.S. No. 390-2; west by R.S. No. 388 ..	4

No. 1593.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 245 square feet, be the same a little more or less, is needed for a public purpose, to wit, for an access to sanitary lane No. 36 from T.S. No. 921 of Ward V; and, under sections 3 and 7, the Special Deputy Collector, Kumbakonam, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Special Deputy Collector, Kumbakonam, and may be inspected at any time during office hours.

Tanjore district, Kumbakonam taluk, No. 96, Patnam village.

	Ac.	Pt.
Nattam, private, T.S. No. 923-1, belonging to Sitarama Chettiyar, Ramaswami Chettiyar, Gangammal, wife of P. T. V. Govindaswami Ayyar, and the Subordinate Judge Tanjore security holder, bounded on the north by No. 921; east by No. 923-1; south by S.L. No. 36; west by No. 923-1		245

No. 1594.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for sanitary lane No. 26 of Ward IV of the Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk, Mukhasa Moopakoil inam village.

	Approximate extent. Ac.	Pt.
Sanitary lane No. 26 of Ward 4, Kumbakonam Municipality.		
Mukhasa Moopakoil personal inam, dry, T.S. No. 474 part, mokturandar Athmaram Madgh, guardian appointed by the District Judge, West Tanjore, for the minors Venkaji Rao and his three brothers of the Tanjore Palace estate, kudivarandars Shahanaz Bai, Naga Bai and Radha Bai, mortgagee Ebrahim Rao, Indian, Bazaar street, Salem, bounded on the north and east by T.S. No. 474 part, south by T.S. No. 489, west by T.S. Nos. 481 to 486		785

No. 1595.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 0·20 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for Local Fund School, Nanjikottai-Vallundampatti; and, under sections 3 and 7, the Revenue Divisional Officer, Tanjore, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Tanjore, and may be inspected at any time during office hours.

Tanjore district, Tanjore taluk, No. 181, Nanjikottai-Vallundampatti village.

	Acres.
Government, dry, No. 6 A-2 P, belonging to V Thuppa Vellandan, minor Somasundha Vellandan, guardian Gangaiammal, minor Vanjatchalam Pandian, Annakkili and Ponnuswami Vellandan, bounded on the north by No. 10, east by No. 6 A-3, south by No. 6 A-4 B; west by No. 6 A-2 A	0·12
Government, dry, No. 6 A-4 B, belonging to Nallamuthu Vellandan and A. Palanisappa Vellandan, bounded on the north by No. 6 A-2 B, east by No. 6 A 3, south by Nos. 6 A-3 and 6 A 4 A; west by No. 6 A-4 A	0·08
Total ..	0·20

No. 1596.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, to connect the pathway acquired in S. No. 117 with the existing path in S. No. 62, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Ramnad, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Ramnad, to perform the functions of a Collector under section 5-A of the Act.

Ramnad district, Paramakudi taluk, Vilathur village.

	Cent.
Religious service inam, dry, S. No. 115-2, Sadhiravarpudai Kaukuna, son of Alagar Kana, bounded on the south by remaining portion of S. No. 115 (114-1); east by S. No. 116-2; south and west by S. No 93	66 sq. links or 24 sq. ft.
Religious service inam, dry, S. No. 115-2, Sadhiravarpudai Kaukuna, son of Alagar Kana, bounded on the north by remaining portion of S. No 115 (114-1); east by S. No 117-1; south by remaining portion of S. No. 115 (114-3), west by S Nos 92 and 116-2	1
	1 cent and 55 sq. links.

Melvaramdar—The Trustee, Ramaswamy Devasthanam, at Madura.

No. 1597.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for widening the northern portion of the Perumal Koil Street, Polur, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Revenue Divisional Officer, Tiruvannamalai, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Revenue Divisional Officer, Tiruvannamalai, to perform the functions of a Collector under section 5-A of the Act.

North Arcot district, Polur taluk, Polur town village.

	Approximate extent. ca. ar.
Town-site (jirrid), R.S. No. 284-D-1 B, belonging to Dasarajulu Nayudu, minor, represented by guardian mother, Yenadi Ammal, bounded on the north by No. 261-D 1 A; east by No. 285-1 A; south and west by No 264 D 1 A	22
Town-site (jirrid), R.S. No. 285-1 A, belonging to Dasarajulu Nayudu, minor, represented by guardian mother, Yenadi Ammal bounded on the north by No 285-16; east and south by No. 286-1 B; west by No. 264 D 1 B	62
Total ..	90

No. 1598.—Whereas it appears to the Government that the lands specified below are needed for a public purpose, to wit, for opening Sanitary Lane No. 17 of Ward 4, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894 as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk, No. 96 Palayam village.

	Approximate extent. ca. ar.
Nattam, private, T.S. No. 417 part, belonging to Kaikam-yi, wife of Kasi Pathan, bounded on the north by No 417 part; east by No 419; south by No. 417 part; west by lane	276
Nattam, private, T.S No. 419 part, belonging to Gopalakrishna Chettiyar, bounded on the north by No. 419 part; east by No. 420; south by No. 419 part; west by No 417	330
Nattam, private, T.S. No 420 part, belonging to Parvathi, bounded on the north by No 420 part, east by No 414; south by No. 420; west by No. 419	169
Nattam, private, T.S. No 414 part, belonging to Ammukannu guardian of Arunachalam and Ratnam and Murugappa Pillai, bounded on the north by No. 414 part; east by No. 413; south by No. 421; west by No. 420	215
Nattam, private, T.S. No. 413 part, belonging to Murugappa Pillai, mortgagee Nanalingam Pillai, bounded on the north by No 413 part; east by No. 412; south by No. 472; west by No. 414 ..	350
Nattam, private, T.S. No. 412 part, belonging to Neelayathakshi Ammal, bounded on the north by No 412 part; east by Block No. 7; south by No. 412 part; west by No. 413	340
Nattam, private, T.S No. 412 part, belonging to Neelayathakshi Ammal, bounded on the north by No. 412 part, east by Block No 7; south by No. 423; west by No 413	20
Nattam, private, T.S. No. 423 part, belonging to Parvathi and Khadarwami Pillai, mortgagee Subbaraya Pillai, bounded on the north by No. 412; east by Block No. 7; south and west by No. 423 part	130

No. 1599.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for sanitary lane No. 18 of Ward 4, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the

Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act, and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
No. 96, Patnam village.

	Approximate extent. sq. mr.
Religious inam, dry, T.S. No. 394 part, belonging to T. D. No. 364, Kambatta Viswanathaswami temple trustee Nagarathuna Mudaliyar, occupiers Ganapathi Pathar, and Ratna Pathar, bounded on the north by T.S. No. 394 part; east by T.S. No. 395, south by T.S. No. 394 part; west by No. S.L. 1b.	250
Religious inam, dry, T.S. No. 394 part, belonging to T. D. No. 364, Kambatta Viswanathaswami temple trustee Nagarathuna Mudaliyar, occupiers Ganapathi Pathar and Ratna Pathar, bounded on the north by T.S. No. 396 part, east by T.S. No. 395; south by T.S. No. 4-b; west by S.L. No. 1b.	75
Religious inam, dry, T.S. No. 395 part, belonging to T. D. No. 364, Kambatta Viswanathaswami temple trustee, Nagarathuna Mudaliyar, occupiers Alamelu guardian of minor Kuppusami and Athilakshmiammal, bounded on the north by T.S. No. 396 part, east by T.S. No. 408; south by T.S. No. 395 part; west by T.S. No. 394	270
Religious inam, dry, T.S. No. 395 part, belonging to T. D. No. 364, Kambatta Viswanathaswami temple trustee Nagarathuna Mudaliyar, occupiers Alamelu guardian of minor Kuppusami and Athilakshmiammal, bounded on the north by T.S. No. 396 part, east by T.S. No. 408; south by T.S. No. 449; west by T.S. No. 394	87
Nattam, private, T.S. No. 403 part, belonging to Vaithilinga Nainar, bounded on the north by T.S. Nos. 396 and 397, east by T.S. No. 407; south by T.S. No. 403 part, west by P.S No. 396	280
Nattam, private, T.S. No. 407 part, belonging to Pichai Ammal, bounded on the north by T.S. Nos. 397 and 398; east by T.S. No. 404, south by T.S. No. 407 part, west by T.S. No. 403	330
Nattam, private, T.S. No. 403 part, belonging to Muthanna Pathar, bounded on the north by T.S. Nos. 398 and 399, east by T.S. No. 405; south by T.S. No. 403 part; west by T.S. No. 407 ..	220
Nattam, private T.S. No. 403 part, belonging to Swaminatha Pillai, bounded on the north by T.S. Nos. 399 and 400, east by T.S. No. 404, south by T.S. No. 403 part; west by T.S. No. 403 ..	300
Nattam, private, T.S. No. 404 part, belonging to Arunachalam Pillai, bounded on the north by T.S. Nos. 400 and 401, east by T.S. No. 405; south by T.S. No. 404; west by T.S. No. 403	310
Nattam, private, T.S. No. 403 part, belonging to Thangavelu Pillai, bounded on the north by T.S. Nos. 401 and 402; east by block No. 7 south by T.S. No. 403 part, west by T.S. No. 404 ..	250

No. 1600.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 0·12 of an acre, be the same a little more or less, is needed for a public purpose, to wit, for the construction of a Local Fund road from Ragala to Dusi; and, under sections 3 and 7, the Revenue Divisional Officer, Chicacole, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Chicacole, and may be inspected at any time during office hours.

Ganjam district, Chicacole taluk, Ragolupeta Agraharam village

	ACRE.
Inam, wet, T.S. No. 4-b, belonging to Pappala Ranganathalu Nayudu, bounded on the north and east by T.S. No. 4-j; south by Ragola village; west by T.S. No. 1-d	0·12

No. 1601.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for sanitary lane No. 3 of ward 4 behind the houses to Pettai Eda street, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
No. 96, Patnam village.

Sanitary lane No. 3 at ward 4 of Kumbakonam Municipality

	Approximate extent. sq. mr.
Religious inam, dry, T.S. No. 77 part, T.D. No. 365, owner Sri Adi Kumbeswaraswami Palakattalai and Sakravara Kattalai, trustee M. K. Vaidyanatha Ayyar, K. R. M. Sabapathi Chettiyar and M. C. S. Swaminadha Chettiyar, bounded on the north by Nos. 77 part, 79 to 81 and 87; east by block No. 8; south by No. 77 part, west by No. 78	1,665
Religious inam, dry, T.S. No. 77 part, T.D. No. 365, owner Sri Adi Kumbeswaraswami Palakattalai and Sakravara Kattalai, trustee M. K. Vaidyanatha Ayyar, K. R. M. Sabapathi Chettiyar and M. C. S. Swaminadha Chettiyar, bounded on the north by Nos. 81 to 87, east by block No. 8; south by No. 77 part, west by No. 81.	265
Nattam, private, T.S. No. 79 part, owner Ayi Ammal, bounded on the north by No. 79 part; east by No. 80, south by No. 77 part, west by No. 81	16
Nattam, private, T.S. No. 80 part, owner Dandapathapani Pillai, bounded on the north by No. 80 part; east by No. 81, south by No. 77 part, west by No. 79	24
Nattam, private, T.S. No. 81 part, owner Pakirisamia Pillai, bounded on the north by No. 81 part, east by No. 77; south by No. 77 part, west by No. 80	5
Total ..	1,965

No. 1602.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 5 cents, be the same a little more or less, is needed for a public purpose, to wit, for widening road No. 21; and, under sections 3 and 7, the Sub-Collector, Kumbakonam, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Sub-Collector, Kumbakonam, and may be inspected at any time during office hours.

Tanjore district, Kumbakonam taluk,
No. 52. Tirumangalakudi village.

	CENTS.
Nattam, S. No. 146-7 B, belonging to Srinivasa Chettiyar, adopted son of Swaminatha Chettiyar, Tirumangalakudi, bounded on the north by S. No. 150; east by S. No. 168, south by S. No. 149-3; west by S. No. 149-7 A & 6	5

No. 1603.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for sanitary lane No. 18 of Ward, IV, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as

amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorise the Special Deputy Collector for Land Acquisition, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and under section 3 appoint the Special Deputy Collector for Land Acquisition, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
No. 93. Patnam village.

Sanitary lane No. 18 of ward IV.

	Approximate extent. As. Pr.
Nattam, private, T.S. No. 382 part, owner Thillai Kanna Achi, bounded on the north by T.S. No. 381; east and south by T.S. No. 383; west by T.S. No. 382 part	795
Nattam, private, T.S. No. 383 extra, owner Thillai Kanna Achi, bounded on the north by T.S. Nos 381 and 382; east by T.S Nos. 381 and 11b, south by T.S. No 412; west by T.S. Nos 381 and 382	2,282
Total .	3,077

No. 1604.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for sanitary lane No 18-A of Ward 4, Kumbakonam Municipality, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorize the Special Deputy Collector, Kumbakonam, and his subordinates to exercise the powers conferred by section 4 (2) of the Act, and under section 3 appoint the Special Deputy Collector, Kumbakonam, to perform the functions of a Collector under section 5-A of the Act.

Tanjore district, Kumbakonam taluk,
No. 96. Patnam village.

	Approximate extent. As. Pr.
Religious inam, dry, T S. No 370 part, belonging to T.D. No. 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar, occupier Thyiammal and mortgagee Kuppammal, Padiatero, Kumaguswaram, bounded on the north by T.S. No. 374 part, east by T.S. No. 380, south by T.S. No 384; west by T.S. No. 371 part	200
Religious inam, dry, T.S. No. 380 part, belonging to T.D. No. 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar, occupiers Narayana Pathar, Duraiswami Pathar and mortgagee Vythilinga Pathar, bounded on the north by T.S No. 384 part; east by T S No. 382, south by T.S. No. 384; west by T.S. No. 374 ..	240
Religious inam, dry, T.S. No 382 part, belonging to T.D. No. 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar and occupier Somasundaram Pillai, bounded on the north by T S No. 382 part; east by T.S No 383, south by T.S. No. 384; west by T S. No. 380 ..	240
Religious inam, dry, T.S No 383 part belonging to T.D No. 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar and occupier Somasundaram Pillai, bounded on the north by T S No. 382 part, east by T S No. 384; south by T.S. No. 384; west by T.S. No. 382	240
Religious inam, dry, T.S. No. 384 part, belonging to T.D. No. 381 Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar, occupiers Sadhasivam Pathar, Sattyanarswami Pathar and Mariyappan, bounded on the north by T S No. 384 part; east by T.S. No. 380; south by T.S. No. 384; west by T.S. No. 384	330
Religious inam, dry, T.S. No. 385 part, belonging to T.D. No. 381, Kumbatharaswamithaswami temple, occupiers Pesapati Chettiyar and Chokalinga Chettiyar, bounded on the north by T S No. 385 part; east by T.S. No 384, south by T S No 384; west by T.S. No. 384	320
Religious inam, dry, T.S. No. 386 part, belonging to T D No 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar and occupier Thangathammal, bounded on the north by T.S. No 386 part; east by T S No 387; south by T.S. No 384; west by T.S. No. 385 ..	360
Religious inam, dry, T.S No 387 part, belonging to T.D. No 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar and occupier Sumagapal Alwar, bounded on the north by T.S. No. 387 part; east by T.S. No. 384; south by T.S No 384; west by T.S. No. 384	180
Religious inam, dry, T S No. 388 part belonging to T.D. No. 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar, occupiers Pakiri Pathar and Ramayya, mortgagees Ganapathi Pathar, Ratna Pathar, Sitharma Kavar of Madalampatai Eda Street, bounded on the north by T.S. No 389 part; east by T.S. No 390; south by T S No. 384; west by T.S. No 388 ..	180
Religious inam, dry T S No 390 part, belonging to T D No. 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar, occupier Pakari Pathar and mortgagee Mutual Benefit Fund, Kumbakonam, bounded on the north by T.S No 390 part; east by T S No 391; south by T.S. No 384; west by T S No. 389	180
Religious inam, dry, T S. No. 391 part, belonging to T D. No 381, Kumbatharaswamithaswami temple, trustee Nagarathna Mudaliyar and occupier Kanniammal, bounded on the north by T.S. No. 391 part; east by T S. No. 392, south by T S No 384; west by T.S No. 390	180
Nattam private, T.S. No. 393 part, belonging to Thillai Kanni Achi, bounded on the north by T.S. No 382 part; east by sanitary lane No. 18; south by T.S. Nos. 393 and 394; west by T.S. No. 391	175

No. 1605.—Whereas it appears to the Government that the land specified below is needed for a public purpose, to wit, for the formation of byelane behind Pallikodathan Mudali Street, Little Conjeeveram, notice to that effect is hereby given to all whom it may concern in accordance with the provisions of section 4 (1) of the Land Acquisition Act I of 1894, as amended by the Land Acquisition Amendment Act XXXVIII of 1923. The Government hereby authorise the Sub Collector, Chingleput, and his subordinates to exercise the powers conferred by section 4 (2) of the Act and, under section 3, appoint the Sub-Collector, Chingleput, to perform the functions of a Collector under section 5-A of the Act.

Chingleput district, Conjeeveram taluk,
Conjeeveram village,
Ward No. 2.

	Approximate extent. As. Pr.
Ayan, dry, part of No. 2625, belonging to Manuka Mudali, Thangavelu Mudali, Rathna Mudali, Munuswami Nayudu, Thani Chetti and Rajamanickam Chetti, bounded on the north by Nos. 2630 to 2633, east by Nos 2719 and part of No. 2720, south and west by part of No. 2623 ..	881
Inam, dry, part of No. 2720-1, belonging to Manuka Mudali, Thangavelu Mudali, Rathna Mudali and Kadir Sahib, bounded on the north by Nos. 2714 and 2719, east by part of No 2713; south by part of No. 2720-1, west by part of No. 2623	1,404

Inam, dry, part of	2712, belonging to Kadir Sahib, A. Rasul Sheriff and Muhammad Sheriff, bounded on the north by part of No. 2697, east and south by part of No. 2713; west by Nos. 2711 and 2720-1	405
Inam, dry, No. 2697, belonging to Amirthammal, owner, Kadivelu Mudali, mortgagee, bounded on the north by No. 2696; east by No. 2698; south by part of No. 2713; west by part of No. 2697		549

No. 1606.—Under section 6 of the Land Acquisition Act I of 1894, the Government hereby declare that the land specified below and measuring 3,418 square feet, be the same a little more or less, is needed for a public purpose, to wit, for connecting the new road in Ayyampet with the road in T.S. No. 1523; and, under sections 3 and 7, the Revenue Divisional Officer, Salem, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land. A plan of the land is kept in the office of the Revenue Divisional Officer, Salem, and may be inspected at any time during office hours.

Salem district, Salem taluk, Ammapet village.

Dry, T.S. No. 1474-2, belonging to Subramanya Mudali and Kandaswami Mudali, bounded on the north by T.S. No. 561; east by T.S. Nos. 1474-3 and 1519-2; south by T.S. No. 1519-2, west by T.S. No. 1474-1		501
Dry T.S. No. 1519-2, belonging to Murugu Mudali, bounded on the north by T.S. No. 1474-2; east by T.S. No. 1519-3; south by T.S. No. 1523; west by T.S. Nos. 1519-1 and 1474-2		917
	Total ..	3,418

Malvaramdar—G. F. F. Foulkes, Esq., Zamindar of Salem.

GHULAM HUSAIN,
Assistant Secretary to Government.

NOTIFICATIONS BY COLLECTOR AND LOCAL AUTHORITIES.

In exercise of the powers delegated to him in G.O. No. 174, L. & M., dated 28th January 1921, and under section 43(1) of the Madras District Municipalities Act V of 1920, the Collector of Ramnad hereby directs that the electoral wards of the Srivilliputtur Municipality in the Ramnad district will be distributed as shown below with one elective seat for each :—

1. MANGAPURAM WARD.

North.—The line starting from the north-western corner of T.S. No. 3341-3 runs eastward along the municipal boundary so far as the north-eastern corner of T.S. No. 3407-3.

East.—The line then follows the municipal boundary southward as far as the south-eastern corner of Mangapuram East street, i.e., T.S. No. 2903-3.

South.—Thence the line goes westward along the southern boundary of Mangapuram and Aiyampatti Thevarmar streets to the south-western corner of T.S. No. 3336-3 in the municipal boundary.

West.—Then the line follows the municipal boundary northward as far as the starting point, i.e., T.S. No. 3344-3.

2. AIYAMPATTI WARD (A TEXTBOOK ONE).

North.—Starting from T.S. No. 2938-3 the line goes eastward as far as T.S. No. 2903-3.

East.—The line starting from T.S. No. 2903-3 comes southeast as far as T.S. No. 3340-3.

South and west.—From T.S. No. 3340-3 the line runs up to T.S. No. 2936-3 (Vadamalaitheriki supply channel as far as Aiyampatti bridge).

3. PERUMALPATTI WARD.

North.—The line starting from T.S. No. 2912-3 runs northeastward along the municipal boundary as far as Aiyampatti bridge, and then along the western boundary line of the proposed ward No. 3.

East.—The line then runs along the Tenkasi—Madura road from Ramakrishnapuram bridge in southern direction so far as the meeting point of Pillamar East street and Madura road, i.e., to the south-eastern corner of T.S. No. 2938-3.

South.—Thence the line runs westward along the southern boundary of Pillamar eastern and Kottaikalyanal streets including only the northern rows of the even streets till T.S. No. 932/3 and then eastward as far as Sevakudi street, i.e., south-western corner of T.S. No. 1786/3.

West.—Thence the line runs in the northerly direction through the Kalammankoil in Sevakudi street including the eastern rows of the same street to meet the municipal boundary at the starting point, i.e., T.S. No. 2912/3.

4. ARASUPATTI WARD.

North.—The southern boundary line of the proposed ward No. 3.

East.—Thence the line runs from the Pillamar eastern street along the Madura road in the southerly direction and meets the Old Madura road.

South.—Old Madura road and Pattakadai street.

West.—Pattakadai street and Arasupatti road and the line goes to the starting point i.e., T.S. No. 932-2.

5. ERATTAIPOTTAI WARD.

North.—Municipal boundary commences at the north-western corner of T.S. No. 915/3 running eastward along the municipal boundary as far as the north western side of T.S. No. 2913/3.

East.—Western boundary of the proposed wards Nos. 3 and 4 and then the line runs southward along Athukadai street to Market road.

South.—Thence the line goes in the western direction along the southern row of Singaramaliputtu road as far as the western limit of Thirumankulam north road and Sarkaran Thani.

West.—Thence it runs in northern direction along the Ettayapottai road as far as the municipal boundary and then to the starting point, i.e., T.S. No. 915/3.

6. MATHANKOIL WARD.

North.—The line starting from the north-west corner of T.S. No. 2913-3 runs along the southern boundary line of the proposed ward No. 5 in the easterly direction and along the Sattur Road as far as the meeting point of the Market Street and Sattur road.

East.—Thence it runs in southern direction along the western row of Old Hospital street as far as the bridge in Shalankulam Supply Channel.

South.—Shalankulam supply channel and Thirumankulam south road.

West.—Thirumankulam west road and then the line goes to the starting point, i.e., T.S. No. 2913-2.

7. KOONAMEKKAM WARD.

North.—Municipal boundary starting from south-eastern corner of T.S. No. 2903-3 runs east as far as north-east corner of T.S. No. 1-4.

East.—From T.S. No. 1-4 the line runs south along the eastern boundary of the municipality so far as the south-eastern corner of T.S. No. 6-4 thence the line runs along the Mariamman kovil and Hospital streets to meet the Sattur road.

South.—Then the line goes in western direction so far as the meeting point of Athukadai street near Anbukkakudi Odai.

West.—The line runs in northern direction along Athukadai street so far as the Old Madura road, thence it turns along the Madura road to the starting point i.e. (T.S. No. 2903-3).

8. MARIAMMAN WARD.—(TEXTBOOK ONE).

North and East.—T.S. No. 6-4—Municipal boundary starting from south-eastern corner of T.S. No. 6-4 runs, in the south-easterly direction so far as the eastern corner of Mariammankoil Salior Street, i.e. (T.S. No. 1165-4)

South.—Mariammankoil Salior street.

West.—Thence the line starting from the meeting point of Mariamman Salior Street and Hospital street runs in the northerly direction along the Mariammankoil street and meets the starting point at T.S. No. 6-4.

9. UNNITHEVU WARD.

North.—The southern boundary line of ward No. 8.

East.—Sankulam supply channel as far as the municipal boundary (southern corner of T.S. No. 1075-1), then the line runs in the southern direction along the eastern boundary of the municipal limit.

South.—Shalankulam supply channel as far as Old Hospital road.

West.—The eastern boundary of the proposed ward No. 8 and the line then runs along the eastern boundary of the proposed ward No. 7 up to the starting point, i.e. (T.S. No. 1165-4).

10. MATANDIPATTI WARD.

North, east and south.—Municipal boundary starting from the north-western point of T.S. No. 1385-4 runs eastward along the municipal boundary so far as the north-eastern corner of T.S No. 1675-1.

West.—Thence it runs in north-westerly direction along the Sankalam supply channel to the starting point, i.e. (T.S No. 1388-4).

11. RAMAMATHAPURAM WARD.

North.—Municipal boundary starting from the north-western corner of T.S. No. 2276-2 running eastward along the municipal boundary to meet the Ellayapettai road.

East.—Ellayapettai road, Thirumalkulam West road, Perialkulam.

South and west.—Perialkulam tank so far as the municipal boundary starting from the southern corner of T.S. No. 1584-2; the line runs westward along the municipal boundary to the starting point, i.e (T.S. No. 2245-2).

12. MUTTU GURRU WARD.

North.—Sholankulam channel so far as the bridge near Chettikadi Kaliammankoil street.

East.—Western row of Chettikadi Kaliammankoil and West Car streets so far as the meeting point of Muttu street.

South.—Thence the line runs in western direction so far as the Perialkulam tank, and then it runs in southern direction so far as T.S. No. 1463-2 and westward so far as T.S No. 1948-2.

West.—Perialkulam tank so far as Sholankulam supply channel.

13. MADUVEDILAGAM WARD.

North.—The southern boundary line of the proposed ward No. 12

East and South.—The western row of West Car street and Rayapalayam road so far as the north-eastern corner of T.S. No. 1199-2 and the line runs in southern direction along the municipal boundary and then in northward so far as T.S. No. 1566-2.

West.—Thence the line runs in eastern direction along the northern boundary of T.S. No. 1462-2 and along the border of Perialkulam tank and turning north-easterly to the starting point.

14. MANAPPA GURRU WARD.

North.—The southern row of South Car street.

East.—Thirupparkadal road and the western bank of Thirupparkadal so far as the north-western corner of T.S. No 376-1.

South.—Thence the line runs along the municipal boundary so far as Rayapalayam road (T.S. No 2190-2).

West.—Rayapalayam road so far as South Car street.

15. NAGHTAR SAHIBUDU WARD.

North.—Sholankulam supply channel so far as the bridge near Old Hospital street.

East.—Western rows of Old Hospital street, Perukkadai street and Periaperumal West Mada street so far as South car street.

South.—The southern row of South Car street.

West.—The eastern row of West Car street.

16. PERIAPERUMAL SANNADHI WARD.

North.—Sholankulam supply channel so far as T.S. No 1563-1.

East.—The western row of East Car street,

South.—The northern row of South Car street so far as the street joins with Periaperumal West Mada street, i.e., south-west corner of T.S. No 2252-1.

West.—The eastern boundary of the proposed ward No. 16.

17. EAST NEW GURRU WARD.

North and East.—Sholankulam supply channel and Krishnankoil road so far as south-east corner of T.S. No. 376-1

South.—Thirupparkadal southern bank, i.e., municipal boundary (starting from south-eastern corner of T.S. No. 376-1 so far as south western corner of the same number).

West.—The western bank of Thirupparkadal tank and then the line runs along the eastern boundary of the proposed ward Nos. 14 and 16.

18. KRISHNANKOIL WARD.

North, East and South.—Municipal boundary starting from the north-eastern corner of T.S. No. 1154-1 runs in the southern direction and then turning westward runs eastward so far as south-eastern corner of T.S. No 376-1.

West.—Krishnankoil road, Sholankulam supply channel and the line runs along Kulaspatti Odai and thence to the starting point, i.e., T.S. No. 1154-1.

P. MACQUEEN,
Collector.

Ramnad Collector's Office,
12th August 1929.

Under rule 7 of the rules framed by the Local Government for the election of presidents and vice-presidents of local boards, the undermentioned gentlemen were declared duly elected as vice-presidents of the newly constituted taluk boards noted against their names to hold office up to 31st August 1930:—

M.R.Ry. T. Venkataperumal Reddi Garu—Madurantakam.

M.R.Ry. V. Gopaul Nayudu Garu—Chingleput.

M. KRISHNASWAMI REDDI,
President.

Chingleput District Board Office,
20th September 1929.

Under section 3 (2) of the Madras District Municipalities Act, 1920, and rule 23 (a) of the rules for the conduct of elections of the municipal councillors, M.R Ry. Gudwala Venkatachalam Garu, landholder, Anantapur, has been elected as councillor for ward No I of the Anantapur Municipality. He holds office in the Council for a period of three years from 1st November 1929,

K. AMIRUDDIN,
Chairman.

Anantapur Municipal Office,
23rd September 1929.

M.R.Ry. Janikanti Virupakshappa Garu, landlord, Brusepet, Bellary, has been declared duly elected as municipal councillor for the III ward of the Bellary Municipality for a period of three years from 1st November 1929.

Bellary Municipal Office,
17th September 1929.

Messrs. Gudethor Timmappa and Siva Channabasappa Garu have been declared duly elected as municipal councillors for the IV ward of the Bellary Municipality for a period of three years from 1st November 1929.

N. NARAYANA RAO,
Chairman.

Bellary Municipal Office,
26th September 1929.

Under section 3 (2) of the Madras Municipalities Act, 1920, and rule 7 (7) of the rules for the conduct of elections of municipal councillors, Messrs. M. Sanyasi Chetti and Mindi Ramachandra Rao Pantulu are declared to have been duly elected as councillors for the first ward of the Bunlipatam Municipality for three years from 1st November 1929.

D. NARAYANA RAJU,
Councillor in charge of elections.

Bunlipatam Municipal Office,
21st September 1929.

Under section 3 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of election of municipal councillors, M.R Ry. Nellikappam Prathivathi Bayankaram Thiruvenkata Acharyar Avargal is declared to have been duly elected as councillor for the I ward of the Chingleput Municipality for a period of three years commencing from 1st November 1929.

M. VEDACHALAM,
Chairman.

Chingleput Municipal Office,
24th September 1929.

Under rule 23 of the rules for the conduct of municipal councillors, M.R.Ry. Benthula Narasiah Garu has been declared duly elected as councillor

for the X ward. The term of office will be three years from 1st November 1929.

A. HARISCHANDRUDU,
Vice-Chairman.

Cocanada Municipal Office,
26th September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of election of municipal councillors, M.R.Ry. A. M. N. Muruduchalam Chettiyar Avargal is declared to have been duly elected as municipal councillor for the XIX ward in the Coimbatore Municipality for three years commencing from the noon of 1st November 1929.

V. ARUNACHALAM,
Vice-Chairman.

Coimbatore Municipal Office,
23rd September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 7 (1) of the rules for the conduct of elections of municipal councillors, M.R.Ry. P. S. Kandaswami Sa has been declared to have been duly elected as a municipal councillor for the VII ward of the Conjeeveram Municipality for a period of three years from 1st November 1929.

C. SAMBASIVA CHETTIYAR,
Chairman.

Conjeeveram Municipal Office,
23rd September 1929.

Under section 8 (2) of the District Municipalities Act V of 1920 and under rule 7 (1) of the rules for the conduct of elections of municipal councillors in municipalities, Janab Syed Ahmed Sahib Bahadur is declared to have been elected as councillor for the Jumma Masjid ward No. VI of the Cuddapah Municipality for a period of three years from the afternoon of the 1st November 1929.

P. SESHAIAH CHETTI,
Chairman.

Cuddapah Municipal Office,
20th September 1929.

Under the provisions contained in section 8 (2) of the Madras District Municipalities Act V of 1920 and with reference to rule 23 (a) of the rules framed for the conduct of election of municipal councillors, M.R.Ry. T. S. Kithuru Muhammad Rawuttar Avargal is hereby declared to have been duly elected as a municipal councillor for the V ward of the Dindigal Municipality for a period of three years commencing from 12 noon of the 1st day of November 1929.

M. S. P. SOLAI NADAR,
Chairman.

Dindigul Municipal Office,
25th September 1929.

Under section 8 (2) of the Madras District Municipalities Act and rule 7 (1) of the rules for the conduct of election of municipal councillors, M.R.Ry. J. Abdul Rahim Sahib is declared to have been duly elected as councillor of the IX ward of the Ellore Municipality, his term of office for three years commencing from the noon on the 1st of November 1929.

M. NARASIMHA RAO,
Chairman.

Ellore Municipal Office,
23rd September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of election of municipal councillors, Janab A. Assan Sahib Bahadur has been declared to have been duly elected as councillor for the Agraharam ward of the Erode Municipality for a period of three years commencing from the noon of the 1st day of November 1929.

K. BALASUBBARAYALU NAYUDU,
Chairman.

Erode Municipal Office,
23rd September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and under rule 23 (a) of the rules for the conduct of elections of municipal councillors, M.R.Ry. A. S. Venkatachala Madaliyar Avargal is declared to have been duly elected as councillor for the II ward of the Gudiyattam Municipality for a period of three years beginning at noon on the 1st November 1929.

M. A. VELAYUTHA MUDALIYAR,
Chairman.

Gudiyattam Municipal Office,
28th September 1929.

Under rule 23 (a) of the rules for the election of municipal councillors, M.R.Ry. Gutedda Peda Koti Reddi Garu is declared to be duly elected as councillor for the I ward (Kuritepadu) in the Guntur Municipality. This will come into effect from noon on the 1st November 1929.

N. V. L. NARASIMHA RAO,
Chairman.

Guntur Municipal Office,
24th September 1929.

Under section 8 (2) of the District Municipalities Act V of 1920 and rule 23 (a) of the rules for the election of municipal councillors, the undermentioned gentlemen are declared to have been duly elected as councillors for the wards noted against each in the Hindupur Municipality for a period of three years commencing from noon of 1st November 1929 :—

M.R.Ry. Yerradasannagari Tirumalappa Garu —I ward.

M.R.Ry. K. Venkatesayya Garu—IV ward.

K. SRINIVASA RAO,
Chairman.

Hindupur Municipal Office,
26th September 1929.

Under section 8 (2) of the District Municipalities Act, 1920, and rule 8 (1) of the rules for the conduct of election of municipal councillors, the following gentlemen have been declared elected as councillors for the wards noted against their names for a period of three years commencing from noon on the 1st day of November 1929 :—

M.R.Ry. Nootla Venkata Subbayya Chetti Garu —IV ward.

H. M. D. Muhammad Ismail Sahib Bahadur—VI ward.

M.R.Ry. Illuru Subbanna Chetti Garu. } II ward.
H. M. D. Haji Ibrahim Sahib Bahadur. }

M.R.Ry. Coppuretti Janakipathi Rao Nayudu Garu, B.A., B.L.—V ward.

Under section 8 (3) of the District Municipalities Act, 1920, and rule 8 (1) of the rules for the conduct of election of municipal councillors, H.M.D. Abdul Rahiman Sahib Bahadur has been declared duly

elected as a councillor for V ward in the casual vacancy. He will hold office till noon on the 1st day of November 1931.

S. NARASIMHULU,
Chairman.

Kurnool Municipal Office,
25th September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors, M.R.Ry. M. G. Nataraja Pillai Avargal is hereby declared to have been duly elected as municipal councillor of the Mannargudi Municipality for the I ward. His term of office will be three years from 1st November 1929.

N. G. PONNAIYA,
Chairman-Delegate.

Mannargudi Municipal Office,
24th September 1929.

Under rule 7 (1) of the rules for the conduct of elections of municipal councillors, the undermentioned gentlemen are declared to have been duly elected as councillors of the Masulipatam Municipality for the wards noted against their names. They will hold office for a period of three years commencing from noon of 1st November 1929 :—

M.R.Ry. Bekapalli Mallikharjuna Rao Nayudu Garu—VI ward.

M.R.Ry. Puranam Suri Sastri Garu, B.A.—VIII ward.

M.R.Ry. Mudunuri Veerabadhrayya Pantulu Garu, B.A.—IX ward.

Janab Shaik Imam Sahib Bahadur—X ward.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors, the undermentioned gentlemen are declared to have been duly elected as councillors of the Masulipatam Municipality for the wards noted against their names. They will hold office for a period of three years commencing from noon of 1st November 1929 :—

M.R.Ry. Vinnakota China Ramayya Nayudu Garu—I ward.

M.R.Ry. Chilamkurthi Appa Rao Nayudu Garu, B.A., B.L.—XI ward.

S. JAGANNATHA RAO,
Chairman-Delegate.

Masulipatam Municipal Office,
14th September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors in municipalities, M.R.Ry. Muthuswami Ayyar Subbaraya Ayyar Avargal has been declared duly elected, for the 14th Vellalagaram ward in the Mayavaram Municipality. His term of office will be for three years from the noon of 1st November 1929.

N. SOMASUNDARAM PILLAI,
Chairman.

Mayavaram Municipal Office,
24th September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors in municipalities, M.R.Ry. Nataraja Pillai Somasundaram Pillai Avargal has been declared duly elected for the 15th Tiruvilandar ward in the Mayavaram Municipality. His term of office will be for three years from the noon of 1st November 1929.

HAKKIM M. A. SHAM SHUDDIN,
Chairman-Delegate, under rule 30 of the Election Rules.

Mayavaram Municipal Office,
24th September 1929.

Under section 8 (2) of the District Municipalities Act V of 1920 and under rule 23 (a) of the rules for the conduct of elections of municipal councillors, V. S. T. Thamthasim Thuraganar Sahib Bahadur is declared to have been duly elected as a councillor for the Malapalayam ward for three years from the afternoon of the 1st November 1929.

K. S. PONNUSWAMI,
Chairman.

Palamcottah Municipal Office,
24th September 1929.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors Sriman Damodar Padhi Mahasaya is declared duly elected as councillor of the III ward of the Parlakimedi Municipality for a period of three years from 1st November 1929.

J. NARAYANA,
Vice Chairman.

Parlakimedi Municipal Office,
24th September 1929.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors M.R.Ry. Yellapanthula Suryanarayana Pantulu Garu is declared duly elected as councillor of the IX ward of the Parlakimedi Municipality till 1st November 1931.

DAMODAR PADHI,
Chairman.

Parlakimedi Municipal Office,
24th September 1929.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors, the following gentlemen are declared to have been duly elected councillors of the Peddapur Municipality for the wards noted against their names, for a term of three years commencing from 1st November 1929 :—

M.R.Ry. Batchu Guramurti Garu—III ward.

Peddapuram Municipal Office,
23rd September 1929.

M.R.Ry. Durga Venkataramana Garu—II ward.

C. DORIAH,
Chairman.

Peddapuram Municipal Office,
25th September 1929.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors, the following gentlemen are declared duly elected as councillors of the Pollachi Municipality for the ward noted against their names, for a period of three years from 1st November 1929 :—

M.R.Ry. A. S. Rama Rao Avargal—II ward.
" B. Govindarajulu Chettiyar Avargal—VI ward.

K. P. KRISHNAN NAYAR,
Chairman.

Pollachi Municipal Office,
24th September 1929.

Under rule 7 (1) of the rules for the conduct of elections of municipal councillors, M.R.Ry. Thayuman Pillai Kamatchie Pillai Avargal is declared duly elected for the seventh ward of the Srirangam Municipality for a period of three years from 1st November 1929.

K. S. KRISHNAMACHARI,
Councillor in charge of elections under rule 32.

Srirangam Municipal Office,
24th September 1929.

Under rule 23 (a) of the rules for the conduct of election of municipal councillors M.R.Ry. I. Kumaraswami Pillai Avargal is declared to have been duly re-elected as councillor for the V ward of the Tanjore Municipality. He will continue in office for a fresh term of three years from 1st November 1929.

Tanjore Municipal Office,
23rd September 1929.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors, the undermentioned gentlemen are declared duly elected as councillors of the Tanjore Municipality for the wards noted against their names. They will hold office for a period of three years from 1st November 1929 :—

M.R.Ry. Tirumani Chettiyar Narayanaswami Chettiyar Avargal—VI ward.

Tanjore Municipal Office,
25th September 1929.

M.R.Ry. Subrahmanya Pillai Kuppuswami Pillai Avargal—XI ward.

K. E. GULAM DASTAGIR,
Vice-Chairman in charge.

Tanjore Municipal Office,
26th September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and rule 23 (a) of the rules for the conduct of elections of municipal councillors, the following gentlemen have been duly elected as councillors of the Tinnevelly Municipality for the wards noted against their names. Their term of office will be for three years from 1st November 1929 :—

M.R.Ry. Perumal Konar Avargal—V ward of Block II.

Messrs. M. Gomathinayagam Pillai and Thirukottiswara Madaliyar—IV ward of Block II.

Messrs. T. V. Pothilingam Pillai, Sankaranabha Battar and S. Venkatarama Pillai—I ward of Block II.

M. SIVAKOLUNDU PILLAYAN,
Vice-Chairman in charge under section 18 (2).

Tinnevelly Municipal Office,
26th September 1929.

Under rule 23 (a) of the rules for the conduct of elections of municipal councillors, M.R.Ry. K. S. Ramaswami Kavandar K. R. Easwaramurthi Kavandar Avargal of Tiruppur is declared duly elected for the I ward of the Tiruppur Municipality for a period of three years from 1st November 1929.

R. V. RAMASWAMI KAVANDAR,
Chairman.

Tiruppur Municipal Office,
24th September 1929.

Under section 8 (2) of the Madras District Municipalities Act V of 1920 and under rule 23 (a) of the rules for the conduct of elections of municipal councillors, the following gentlemen have been declared duly elected to the Tuticorin Municipal Council, as councillors for the respective wards noted against their names. Their term of office will be three years from the noon of 1st November 1929 :—

M.R.Ry. Challayya David Avargal—II ward.

M.R.Ry. M. Paramadia Pillai Avargal—III ward.

M.R.Ry. S. K. M. Syed Abbas Marakkayar Avargal—IV ward.

M.R.Ry. P. V. Kottalaingam Pillai Avargal. } VI ward.
M.R.Ry. A. Janakiram Chettiyar Avargal. }

J. L. P. ROCHE-VICTORIA,
Chairman.

Tuticorin Municipal Office,
23rd September 1929.

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Part I-B.—Educational.

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EDUCATION DEPARTMENT.

LEAVE.

Fort St. George, September 28, 1929.

No. 257.—M.R Ry. Diwan Bahadur K. Rangachariyar Avargal, part-time Ethnological Assistant, Government Museum, Madras, leave on average pay for one month from the 1st October 1929, under subsidiary rule 1 under rule 103 (c) of the Fundamental Rules.

APPOINTMENTS.

Fort St. George, September 23, 1929.

No. 258.—Under section 5 of the Madras Elementary Education Act, 1920, the Government are pleased to appoint the undermentioned persons to be members of the District Educational Councils noted against their names:—

Miss E. A. Fuller—Chingleput.
Miss E. Gnanavolivu—Tanjore.

ERRATUM.

Fort St. George, September 23, 1929.

To G O. No 1843, Education, dated 3rd September 1929, published on page 450, Part I B of the *Fort St. George Gazette*, dated 10th September 1929—

For the words "24th July 1929" occurring in the Government Order *read* "24th June 1929".

NOTIFICATIONS.

Fort St. George, September 23, 1929.

No. 259.—Under section 5 of the Madras Elementary Education Act, 1929, the undermentioned person has been elected to be a member of the District Educational Council noted against his name by the electorate specified therein:—

M.R Ry. T. P Meenakshisundaram Avargal—Madras (by the Corporation of Madras).

Fort St. George, October 1, 1929.

No. 260.—Authors, publishers and others who may desire to present works to the British Museum are informed that the Registrar of Books, Madras, will arrange to forward presentation copies to the Trustees of the British Museum. Cases or parcels of books intended for despatch should be addressed to the Trustees of the British Museum, care of the Registrar of Books, Madras, accompanied by a letter stating the contents and requesting the Registrar to forward the cases or parcels

J. VENKATANARAYANA,
Secretary to Government.

MISCELLANEOUS NOTIFICATIONS.

TRANSFERS.

(1) Mrs. G. M. Sargunar, Superintendent, Government Secondary and Training School for Women, Cuddalore, on leave, to officiate as Superintendent, Government Secondary and Training School for Women, Coimbatore, *vice* Miss D. R. Sargunar on other duty or until further orders. To join on the expiry of her leave and relieve No. (2).

(2) Miss E. S. Asirvatham, permanent School Assistant, Lady Willingdon Training College, Madras, and Officiating Superintendent, Government Secondary and Training School for Women, Coimbatore, on relief by No (1), to officiate as Superintendent, Government Secondary and Training School for Women, Rajahmundry, *vice* Mrs. S Jesudasan on other duty or until further orders. To join and relieve Miss V. Koman.

Madras, 23rd September 1929.

SCHOLARSHIPS.

Under G.O. Mis. No. 1016, Education, dated 16th May 1929, the Director of Public Instruction is pleased to award a special scholarship to each of the undermentioned students for a period of one year with effect from 1st July 1929. The value of the scholarship, the class and the College in which it is tenable are noted against their names.

Name of student and college in which tenable.

CLASS I—Rs. 9 PER MENSEM.

Thelapa Nayudu, Mrs. A. V. N. College, Visagapatam.

CLASS I—Rs. 9 PER MENSEM.

M. Perumandam, V. R. College, Nellore.

CLASS II—Rs. 9 PER MENSEM.

T. Radhakrishnan, Wesley College, Madras.

CLASS II—Rs. 9 PER MENSEM.

K. Raganatha Reddi, Pachaiyappa's College, Madras.

CLASS IV—Rs. 14 PER MENSEM.

P. Florence, Christian College, Madras.

Madras, 20th September 1929.

Under G.O. Mis. No. 596, Law (Education), dated 10th April 1926, the Director of Public Instruction is pleased to award to each of the undermentioned students a special scholarship for a period of one year with effect from 1st July 1929. The value of the scholarship, the class and the college in which it is tenable, are noted against their names.

Name of student and college in which tenable.

CLASS I—Rs. 9 PER MENSEM.

S. Venkiah, Noble College, Masulipatam.
N. M. Linga, Wesley College, Madras.
N. Kunhikalvan, Malabar Christian College, Calicut.
S. G. Kudava, Government College, Mangalore.
K. Perumal, American College, Madura.

CLASS II—Rs. 9 PER MENSEM.

R. Natarajan, Voorhees College, Vellore.

CLASS III—Rs. 14 PER MENSEM.

P. Muthumayan, American College Madura.
K. S. Doraiswami, American College, Madura.
P. C. Kuhaswamithi, Pachaiyappa's College, Madras.
T. Padmanabhan, Pachaiyappa's College, Madras.

Madras, 20th September 1929.

NOTIFICATION.

The Director of Public Instruction, Bombay, has debarred the students mentioned below from admission into any secondary school until June 1930 for having committed the offence noted against them. The headmasters of recognized schools in this Presidency are hereby informed that the students in question should not be admitted into their schools during the period referred to.

Name.	School.	Charge.
Ranganath Dakhatya Bendre.	Municipal Higher Primary School, Shahapur.	For making unauthorised change in the school-leaving certificate.
Manikant Harikhan Brahmbhatt.	S. K. High School, Lunawada, in the Rewakantha Agency	Do.
Kashinath Narayan Deshmukh	Khandesh Education Society's High School, Amalner, District East Khandesh	Do.

R. G. GRIEVE,
Director of Public Instruction.

Madras, 23rd September 1929.

GOVERNMENT EXAMINATIONS.

GOVERNMENT TECHNICAL EXAMINATIONS

TYPEWRITING.

With reference to the notes to the syllabuses in the Lower and Higher Examinations in Typewriting, it is hereby notified that the 'Mars' typewriter may be used by candidates at the Government Technical Examinations.

(By order)

R. KRISHNA RAO BHONSLE,
Secretary.

Office of the Commr. for Govt. Examinations,
Madras, 24th September 1929.

UNIVERSITY OF MADRAS.

NOTIFICATION.

Under law 8 of chapter VI of the Laws of the University, it is hereby notified that M.R.Ry. K. Sivaswami Ayyar Avergal, Member, District Board, Tanjore, has been elected a member of the Senate by the members of the District Board, Tanjore, *vice* Mr. K. Manathunaiyatha Desikar.

(By order)

D. C. ARUMAINAYAGAM,
Acting Registrar.

Senate House, Madras,
26th September 1929.

ANDHRA UNIVERSITY.

NOTIFICATION (E-20).

It is hereby notified that candidates appearing for the Intermediate Examination under the New Regulations in March, April and September 1930 should take only the following groupings of subjects which are being taught in the affiliated colleges under Part III of the examination and that as timetables are framed on the basis of these groupings only, applications from candidates taking other groupings *will not be entertained* :—

(1) Mathematics, Physics and Chemistry.
(2) Mathematics, Physics and Logic.
(3) Mathematics, Physics and Accountancy.
(4) Mathematics, Physics and Agriculture.
(5) Mathematics, Physics and Sanskrit (as advanced course).
(6) Mathematics, Physics and Telugu (as advanced course).
(7) Mathematics, Physics and Oriya (as advanced course).
(8) Mathematics, Physics and English.
(9) Physics, Chemistry and Botany.
(10) Physics, Chemistry and Zoology.
(11) Physics, Chemistry and Logic.
(12) Physics, Chemistry and Indian History.
(13) Physics, Chemistry and Agriculture.
(14) Physics, Chemistry and Telugu (as advanced course).
(15) Physics, Chemistry and Oriya (as advanced course).
(16) Physics, Chemistry and English.
(17) Chemistry, Botany and Zoology.
(18) Logic, Indian History and Ancient History.
(19) Logic, Indian History and Modern History.
(20) Logic, Indian History and Commercial Geography.
(21) Logic, Indian History and Sanskrit (as advanced course).
(22) Logic, Indian History and Telugu (as advanced course).
(23) Logic, Indian History and Tamil (as advanced course).
(24) Logic, Indian History and Kanarese (as advanced course).

(25) Logic, Indian History and Urdu (as advanced course).
(26) Logic, Indian History and Oriya (as advanced course).
(27) Logic, Indian History and English.
(28) Logic, Indian History and Telugu (third language).
(29) Logic, English and Commercial Geography.
(30) Indian History, Ancient History and Sanskrit (as advanced course).
(31) Indian History, Ancient History and Telugu (as advanced course).
(32) Indian History, Ancient History and Urdu (as advanced course).
(33) Indian History, Ancient History and English.
(34) Indian History, Ancient History and Accountancy.
(35) Indian History, Modern History and Sanskrit (as advanced course).
(36) Indian History, Modern History and Telugu (as advanced course).
(37) Indian History, Modern History and Kudarca (as advanced course).
(38) Indian History, Modern History and Urdu (as advanced course).
(39) Indian History, Modern History and Oriya (as advanced course).
(40) Indian History, Modern History and English.
(41) Indian History, Modern History and Commercial Geography
(42) Indian History, Modern History and Agriculture.
(43) Indian History, Telugu (advanced course) and Commercial Geography.
(44) Indian History, Telugu (advanced course) and Accountancy
(45) Indian History, English and Commercial Geography
(46) Indian History, English and Accountancy.
(47) Indian History, Commercial Geography and Accountancy.
(48) Indian History, Urdu (advanced course) and Commercial Geography.
(49) Telugu (advanced course), Commercial Geography and Banking.
(50) Telugu (advanced course), Commercial Geography and Accountancy
(51) Commercial Geography, Banking and Accountancy.

University Office, Bezwada,
5th September 1929.

NOTIFICATION.

ELECTION TO THE SENATE.

It is hereby notified, under section 3 of Chapter XXVIII of the Andhra University Code that the following members have been declared duly elected, under section 15, class III of the Act, members of the Senate by the respective constituencies noted hereunder :—

I. Registered Graduates.

Jayanti Satyanarayanamurti, Esq., M.A., District Educational Officer, Vizagapatam.

Kaza Siva Rama Krishna Rao, Esq., M.A., L.T., Lecturer, V.R. College, Nellore.

Burra Sattanarayana, Esq., B.A., B.L., Advocate, 35, Peters' Road, Royapetta, Madras.

Devarakonda Gurumurthi, Esq., B.A. (Hons.), Professor, Theosophical College, Madanapalle.

Prattipati Satyanarayana Rao, Esq., B.A., M.L., Advocate, 25, Nada street, Mylapore, Madras.

Maganti Bapineedu, Esq., B.Sc. (Cornell), M.Sc. (California), Ellore, West Godavari

Dr. A. L. Narayan, M.A., D.Sc., F.I.P., Meteorological department, Kodaikanal Observatory.

Gajavalli Ramachandra Rao, Esq., M.A., Powerpet, Ellore.

Vissa Appa Rao, Esq., M.A., L.T., Additional Professor, Presidency College, Madras.

Kompalli Kothagam, Esq., B.A., B.L., High Court Vakil, "Gowri Nilayam", Guntur

Tankella Virabhadrudu, Esq., M.A. (Hons.), Professor of English, Osmania University Hyderabad

Lakkaraju Subba Rao, Esq., B.A., B.L., Advocate, Cocanada.

Ingavarapu Venkata Lakshmi Narasimhashari, Esq., M.A., L.T., Ramanayyadapet, Masulipatam.

Choragudi Venkata Krishna Rao, Esq., B.A., B.L., Vakil, Rajahmundry.

II. Madras Legislative Council.

P. C. Venkatapathi Raju, Esq., B.A., M.L.C., Kottam, Vizagapatam district.

P. Anjaneyulu, Esq., B.A., M.L.C., Tenali.

K. Y. E. Swami, Esq., Bar.-at-Law, M.L.C., Rajahmundry.

III Headmasters.

J. Gangonna, Esq., B.A., L.T., Headmaster, Viresalingam High School, Rajahmundry.

IV. Local Bodies.

Sadananda Mahanty, Esq., B.A., B.L., Kallikota, Ganjam district.

K. Rangachari, Esq., M.A., B.L., Vice-Chairman, Municipal Council, Vizianagram, Vizagapatam district.

T. Ramaswami Chowdari, Esq., Bar.-at-Law, Chairman, Municipal Council, Tenali, Guntur district.

J. Srinivasa Sastrulu, Esq., B.A., Vice-President, Taluk Board, Adoni, Bellary district.

C. Balaji Rao, Esq., B.A., B.L., Member, Municipal Council, Bellary, Bellary district.

O. I. Souri Reddi, Esq., Member, District Board, Anantapur, Anantapur district.

S. Srinivasulu, Esq., Member, District Board, Anantapur, Anantapur district

C. L. Narasimha Reddi, Esq., B.A., B.L., Vice-President, District Board, Cuddapah, Cuddapah district.

G. Garubatham, Esq., B.A., L.T., Member, Municipal Council, Nandyal, Kurnool district.

B. M. Ramadasappa Nayanim Varu, Esq., President, Taluk Board, Chittoor, Chittoor district.

Nallari Narayana Reddi, Esq., Member, Taluk Board, Madanapalle, Chittoor district.

V. Language Representatives.

Telugu—Affiliated Colleges in Arts and Science.

Malladi Suryanarayana Sastri, Esq., Government Arts College, Rajahmundry.

Telugu—Recognised Institutions.

Vidwan Davvuri Venkataramana Sastri, Esq., Narasimha Sanskrit College, Chittigudur, Masulipatam.

Urdu.

Maulvi Mohammad Ismail Khan Sahib, Esq., Government Arts College, Rajahmundry.

Oriya.

Lingaraj Misra Sastri, Esq., Kavya Sankhya Tirtha, Pandit, Kallikota College, Berhampur.

The members will hold office for a period of three years from the 1st October 1929, subject to the general proviso contained in section 15 of the Act.

(By order)

C. D. S. CHETTI,
Registrar.

University Office, Bezwada,
29th September 1929.

ANNAMALAI UNIVERSITY.

NOTIFICATION.

Under Law 4 of Chapter VII of the Laws of the University, it is hereby notified that K. Swaminathan, Esq., M.A., B.L., B.A. (Oxon), Reader in English, Annamalai University, has been declared duly elected a member of the Syndicate by the members of the Academic Council from among themselves, under section 21, clause II (2) of the Annamalai University Act of 1928.

(By order)

N. VISWANATHAN,
Registrar.

Annamalainagar, Chidambaram,
27th September 1929.

MADRAS SURVEY DEPARTMENT.

The following candidates are declared to have completed the Head Surveyor and Sub-Assistant's Test:—

No. III Survey Party, Salem

Natesa Ayyar Swamiantha Ayyar, (Part I, 1925, Part II, 1929).

No. IV Survey Party, Cannanore.

Achyuthan, Keloth Narambare (Part I, 1923, Part II, 1929).

THE HATCHELL MEMORIAL MEDALS AND PRIZES, 1929

The following men have won the prizes noted below:—

Head Surveyor and Sub-Assistant's Test, 1923—Gold Medal.

K. N. Achuthan, No. IV Survey Party, Cannanore (now working under the Logging Engineer, Octacamund).

Revenue Draftsman's Test, 1929—A silver medal and a prize.

Vadavur Raghunatha, Raghava Ayyangar, No. III Survey Party, Salem.

Computation Test, 1929—A silver medal and a prize.

Ponnuswami Pillai, Natarja Pillai, No. V Survey Party, Cannanore.

L. G. B. FIRTH,
Director of Survey and President, The Hatchell Memorial Committee.

Madras, 19th September 1929.

LAW COLLEGE, MADRAS.

SECOND TERM—1929-30 (OCTOBER—DECEMBER).

This College reopens on Tuesday the 1st October 1929 after the Michaelmas holidays. There will be no admissions into this College during this term.

The following rate of term fees for this term should be paid into the Imperial Bank of India at Madras on or before Tuesday the 15th October 1929 and the Bank receipt filed at the College office:—

	Rs.
M.L. class	30
P.L. and B.L. classes	60

Students of the backward communities who were allowed to pay half fees during the first term will be given a similar concession for this term also.

After the 15th October a fine of one anna per rupee will be levied on the fees till Friday the 25th October and the penalty will be doubled thereafter till the end of the month. Bank receipts should be filed at the office on or before Wednesday the 30th October 1929.

M. RUTHNASWAMY,
Principal.

Law College, Madras,
25th September 1929.

MADRAS UNIVERSITY STUDENTS INFORMATION BUREAU.

President: The Vice-Chancellor of the University of Madras (ex officio).

Vice-President: The Director of Public Instruction (ex officio).

Secretary: Mr. S. J. Theodore, Professor of Mental and Moral Science, Madras Christian College.

The main functions of the Bureau are—

(1) To furnish information and advice to Indians who contemplate going to England.

(2) To circulate in India to colleges and other institutions the educational, financial and social information, collected by the Bureau in London.

(3) To communicate with the Central Bureau on behalf of students before they start, or on behalf of their parents when they are in England.

Students of the Madras Presidency and of Native States whose colleges are affiliated to the Madras University, who contemplate going to England, and the relatives and friends of those who are going or are already gone, are invited to correspond with Mr. S. J. Theodore, Secretary to the Madras Bureau, Madras Christian College, Madras, from whom all necessary information can be obtained.

Letters from Madras students to the Educational Adviser in London or to other Educational authorities in Great Britain are forwarded to the Madras Secretary for disposal and much delay will therefore be saved by *direct* correspondence with the latter.

There is a library attached to the Secretary's office, Madras Christian College, consisting of the prospectuses, syllabuses and calendars of the various educational institutions and universities in Great Britain and students and other enquirers will be allowed the use of the library on all week days except Saturdays and holidays between 12 noon and 5 p.m.

S. J. THEODORE,
Secretary.

MADRAS: PRINTED AND PUBLISHED BY THE SUPERINTENDENT, GOVERNMENT PRESS.

Reg. No. 1—M.

THE FORT ST. GEORGE GAZETTE

Published by Authority.

No. 40.] MADRAS, TUESDAY EVENING, OCTOBER 1, 1929. [PRICE, 4 *annas.*

Part II.—Miscellaneous Notifications.

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APPOINTMENTS, LEAVE, ETC.

REGISTRATION.

Leave.—M.R.Ry V. S. Chengalvaraya Pillai Avargal, Assistant to the Registrar of Joint Stock Companies, Madras, is granted leave on average pay for five days from the 16th September 1929, with permission to prefix Sunday the 15th September 1929, under rule 81 of the Fundamental Rules.

E. H. M. BOWER,
Inspector-General of Registration.

Madras, 24th September 1929.

JUDICIAL.

No. 55. Leave.—M.R.Ry. Nanekkal Subba Rao Narayana Rao Avargal, District Munsif, Kelur, is granted leave on average pay without medical certificate for two months from the 3rd September 1929.

High Court, Madras,
27th September 1929.

No. 56. Leave.—M.R.Ry. Sengi Andisuudaresahari Avargal, First Assistant Registrar, Original Side and Clerk of the Crown, is granted leave on average pay without medical certificate for one month from the 12th September 1929.

No. 57. Extension of leave.—The High Commissioner for India has granted an extension of leave to M.R.Ry. P. Rajagopala Acharya Avergal, District Munsif, Rajahmundry, on average pay for eighteen days from the 1st October 1929.

No. 58. Leave.—In modification of the High Court's Notification No. 45, dated the 22nd July 1929, published at page 1121 of Part II of the *Fort St. George Gazette*, dated the 30th July 1929, M.R.Ry. Jayanti Sreeramamurti Pantulu Garu, District Munsif of Nuzvid at Bezwada, is granted leave from the 15th July up to 30th September inclusive, the first four days of which shall be leave on average pay and the rest on half average pay.

High Court, Madras,
25th September 1929.

No. 59. Transfers.—The following transfers of District Munsifs have been ordered by the High Court:—

(1) M.R.Ry. Madabhoshy Lakshmi Narayanachari Garu, from Nuzvid at Bezwada to Markapur, To proceed expeditiously on relief by Mr. J. Sriramamurti Pantulu.

(2) M.R.Ry. Srinivasachariyar Varadaraja Ayyangar Avargal, from Markapur to Ramnad, *vice* Mr. K. N. Raja Rama Rao granted leave or until further orders. To join on the 7th October 1929.

NOTE.—The transfer of No. (2) will carry claim to transit pay and allowances under Fundamental Rule 101.

I. M. FRASER,
Registrar.

High Court, Madras,
26th September 1929.

SALT.

Leave.—Under articles 260 and 316 (A) of the Simplified Leave Rules, Mr. T. S. Smith, is granted privilege leave for three months and twenty one days combined with furlough on average salary out of India and Ceylon for two months and one day from the date of his reversion to his permanent appointment as Inspector.

W. G. BALDREY,
Secretary to the Collector of Salt Revenue.

Madras, 19th September 1929.

EXCISE.

Promotions and postings.—The following promotions and postings are ordered:—

Mr. F. W. Borebank, Inspector, Bhavani Circle is deputed for distillery training. To report himself at Madras on 7th October 1929 forenoon.

M.R.Ry. T. V. Narayana Ayyar, Assistant Inspector, first grade, Kasaragod Circle, is promoted Officiating Inspector, and posted to the Bhavani Circle, *vice* Mr. F. W. Borebank on other duty. To join on 3rd October 1929, without awaiting relief.

M.R.Ry. T. Srinivasa Ayyangar Avargal, Inspector, on return from leave, to the Pattukkottai Circle, *vice* M.R.Ry. K. Govinda Menon Avargal, Officiating Inspector, reverted.

W. A. BRITO,
Secretary to the Commissioner of Excise.

Madras, 23rd September 1929.

INCOME-TAX.

Leave.—Mr. J. Jayaram Pantulu, Income-tax Officer, Eluru, is granted (subject to eligibility) leave on average pay for twenty-seven days from the 7th October 1929 with permission to affix to it the holiday on the 3rd November 1929.

Posting.—Mr. C. P. Krishna Rao, acting Income-tax Officer, Bezwada, will hold additional charge of the Eluru Circle, during the absence of Mr. J. Jayaram Pantulu.

Madras, 24th September 1929.

Leave.—Mr. R. Rajagopala Ayyar, acting Assistant Commissioner, Central Range, is granted (subject to eligibility) leave on average pay for one month from the 3rd October 1929 or from the date of relief.

E. W. CLARKE,
Commissioner of Income-tax.

Madras, 27th September 1929.

FOREST.

Posting.—Mr. A. L. Griffith, Assistant Conservator of Forests, will remain attached to the North Coimbatore division, on relief by Mr. J. A. Wilson until 18th October 1929, and is then posted as Assistant to the District Forest Officer, Ganjam.

Cancellation of posting.—The notification published at page 1364 of Part II of the *Fort St. George Gazette*, dated 10th September 1929, regarding the posting of Mr. A. L. Griffith, Assistant Conservator of Forests, is cancelled.

R. D. RICHMOND,
Chief Conservator of Forests.

Madras, 21st September 1929.

PUBLIC WORKS.

Posting.—M.R.Ry. G. V. Lakshminarayanayya Avargal, Officiating Assistant Engineer, on return from leave, to the South Arcot division, for charge of Cuddalore subdivision, in relief of M.R.Ry. N. R. Raghunatha Rao Avargal, Officiating Assistant Engineer, of the additional charge of the subdivision.

M. NILAKANTA AYYAR,
Offg. Superintending Engineer, Tanjore Circle.

Tanjore, 19th September 1929.

Re-posting.—M.R.Ry. Tirumalayar Venkatarama Ayyar Ganapathi Ayyar Avargal, promoted as Officiating Assistant Engineer on Rs. 250 per mensem in Chief Engineer's Notification No. 3756-E/29-6, dated 6th September 1929, and posted to the Trichinopoly Circle, is re-posted as Personal Assistant to the Superintending Engineer, Trichinopoly Circle.

A. W. ROBERT,
Offg. Superintending Engineer, Trichinopoly Circle.

Trichinopoly, 23rd September 1929.

MEDICAL.

Extension of leave.—Mrs G. E. Wright, M.B.E.S., Lady Assistant Surgeon, Government Queen Alexandra Hospital, Salem, extension of leave on average pay without medical certificate for one month under Fundamental Rule 81 in continuation of one month leave already sanctioned.

Postings.—Mrs. M. John, M.B.E.S., F.R.C.U.M., Lady Assistant Surgeon, on return from deputation, is posted to the Lady Willingdon Medical School for Women, Madras, as Lecturer in Pathology, *vice* Miss Thomas Achamma, L.M.S., temporary Lady Assistant Surgeon, transferred.

Miss Thomas Achamma, L.M.S., temporary Lady Assistant Surgeon, on relief, is posted on reserve duty at the Government General Hospital, Madras, until further orders.

Madras, 24th September 1929.

Posting.—M.R.Ry. K. S. Subramaniam Avargal, L.M.S., Civil Assistant Surgeon, on return from leave, is posted to Taluk Headquarters (Local Fund) Hospital, Shiyali (Tanjore district), *vice* M.R.Ry. R. Srinivasa Pillai Avargal granted leave.

(By order)

R. R. WILLIAMS,
Personal Assistant to the Surgeon-General.

Madras, 25th September 1929.

GENERAL NOTIFICATIONS.

IMPERIAL LIBRARY.

SECRETARIAT BUILDINGS, 2, ESPLANADE EAST, CALCUTTA.

Open on { Week-days and Saturdays, from 10 a.m. to 7 p.m.
Sundays and Holidays, from 2 p.m. to 5 p.m.

The Imperial Library is also a Lending Library. It is free to all except children. There is no subscription to pay.

K. M. ASADULLAH,
Officiating Librarian.

BOARD OF EXAMINERS, CALCUTTA.

QUALIFIED URDU TEACHERS.

Bangalore.

Ghulam Ahmad, 1, Pettigrew Street, St. John's Hill.

Mir Ahmad Ali, Regimental Munshi, 12th Field Brigade, R.A., Bangalore.

Muhammad Saleh, Munshi, 112, Narain Pillai Street, Bangalore Cantt.

A. S. Wali Muhammad, Old Poor House Road, Bangalore.

Sayid Nasir Ahmad, 31, Cockburn Road, Bangalore.

Sayid Zia-ul-Haq Husaini, s/o Muhammad Ghouse Sahib, Petty shop-holder, Broadway Road.

Bellary.

Mir Mahmud Husain, Benderwadi, Brucepet, Bellary P.O.

Madras.

Muhiuddin Husain, 25/18, Vathiar Chinniah Pillai Street, Royapetta, Madras.

QUALIFIED KANARESE TEACHER.

Bangalore City.

Pandit K. Hanmanthe Rao, 248, Visveswarapuram, Bangalore City.

QUALIFIED TAMIL TEACHERS.

Kumbakonam

A. M. Satakopa Ramanujacharya, Vidvan (Madras University), Lecturer in Tamil, Government College.

Madras.

K. Raghavachariar, Lecturer in Tamil and Superintendent of Vernacular Studies, Wesley College, Madras.

C. L. PEART, LT.-COL.,
Secy., Board of Examiners (Army Dept.).

THE PATENT OFFICE, 1, COUNCIL HOUSE STREET, CALCUTTA—NOTICE.

PUBLIC ROOM, OPEN 11 A.M. TO 4 P.M. ON WEEK DAYS; SATURDAYS, 11 A.M. TO 1 P.M.

All communications relating to applications for patents and for registration of designs under the Indian Patents and Designs Act (II of 1911), or in continuation of applications under the Inventions and Designs Act (V of 1888) must be made in English and addressed to the Controller of Patents and Designs, 1, Council House Street, Calcutta. Documents sent by post should be carefully packed and a full address given in all communications.

2. *Directions* for the guidance of inventors and others are given in the Patent Office Handbook (price one rupee) which contains the Indian Patents and Designs Act, 1911, the Indian Patents and Designs Rules, 1912, the Indian Patents and Designs (Temporary Rules) Act, 1915, the Indian Patents and Designs (Temporary) Rules, 1915, the Indian Patents and Designs (Amendment) Act, 1920, and the Indian Patents and Designs (Temporary Rules) Amendment Act, 1920, together with current regulations and instructions. *These should be consulted before an application is made to the Controller of Patents and Designs, 1, Council House Street, Calcutta.*

3. *Advice.*—The Patent Office cannot undertake (1) to give opinions on the interpretation of Patent Law, or on the advisability of protecting inventions and designs or on their infringement; (2) to make searches in respect of information available in the public room; (3) to recommend any particular Agent, or (4) to assist in the disposal of inventions. Models are not required unless specially asked for. Drawings must be on tracing cloth, and the Rules and Instructions for the preparation of drawings as given in the Handbook should be strictly followed. A provincial patent cannot be secured under the Indian Patents and Designs Act, 1911.

4. Applicants are warned that the Indian Patents and Designs Act, 1911, is in force in British India only, and patents granted under it do not extend to the United Kingdom or any of the British Possessions. The International Convention for the Protection of Industrial Property does not include India. For information regarding patents in countries other than India, applications should be made at the patent offices in the countries concerned.

5. *Fees* are payable in cash and must be received in the Patent Office within the time allowed by the Acts. When cheques are offered in payment of fees, it must be clearly understood that the office cannot hold itself responsible for any delay that may occur in the collection of cash on the cheques; any cheque not payable in Calcutta is subject to commission for which due allowance should be made. In cases where it is not possible to have the fees handed in at the Patent Office, it is preferable to send them by money-order or postal order payable at Calcutta to the Controller of Patents and Designs, and to advise him that they have been so sent. Stamps will not be received in payment of fees.

6. *Trade and property marks and names* are not registered and *medicines* are not patented under the Indian Patents and Designs Act. There is no provision of law in British India for their registration. Neither does this Act deal with *pictures, photographs, etc.*, for which copyright is obtainable under the Indian Copyright Act, 1914.

7. *Printed specifications* of applications, which have been accepted, are published within about three weeks after acceptance has been notified in the *Gazette of India*. These specifications can be purchased at the Patent Office at a uniform price of 3 annas per copy and may be seen free of charge, together with other publications of the Patent Office, at the following places:—

Ahmedabad—R.C. Technical Institute.
Bangalore—Indian Institute of Science.
Baroda—Department of Commerce and Industries.
Bombay—Record Office.
" Victoria Jubilee Technical Institute, Byculla.
" The Bombay Textile and Engineering Association, No. 1A, Sussex Road, Parel.
Calcutta—Patent Office, No. 1, Council House Street.
" Bengal Engineering College, Sibpur.
Cawnpore—Office of the Director of Industries, United Provinces.
Chinsurah—Office of the Commissioner, Burdwan Division.
Chittagong—Office of the Commissioner, Chittagong Division.
Dacca—Office of the District Board, Dacca.
Delhi—Office of the Deputy Commissioner.
Hyderabad—Industries and Commerce Department of His Exalted Highness the Nizam's Government.
Karachi—Office of City Deputy Collector.
Lahore—Punjab Public Library.
London—The Patent Office, 25, Southampton Buildings, W.C.
Lucknow—Amiruddaula Public Library.
Madras—Record Office, Egmore.
" College of Engineering.
Mysore—Office of the Secretary to Government, General and Revenue Department.
Nagpur—Victoria Technical Institute.
Patna—Office of the Director of Industries, Bihar and Orissa.

Poona—College of Engineering.
Rangoon—Office of the Chief Secretary, Home and Political Departments, Government of Burma.
Roorkee—Thomason College
Sholapur—Office of the Collector.
Srinagar—Office of the Controller of Patents and Designs, Kashmir State, at the Sir Amar Singh Technical Institute.
Washington (U.S.A.)—The Patent Office.

8. *Specifications* of inventions which have been notified in the *Gazette of India* as filed under the provisions of the Inventions and Designs Act (V of 1888) are not printed, but copies may be inspected on payment of a fee of one rupee at the Patent Office, 1, Council House Street, Calcutta; the Record Office, Egmore, Madras; the Record Office, Bombay; the Office of the Revenue Secretary to the Government, Rangoon; and the Office of the Director of Industries, United Provinces, Cawnpore. Specifications and other publications of the United Kingdom Patent Office can also be seen in the Patent Office, Calcutta, in the Record Office, Bombay, and in the Connemara Library, Madras.

9. *Publications* on sale at the Patent Office—

	Price. Rs. A.
(a) Patent Office Handbook (Acts, Rules and Instructions)	1 0
(b) The Indian Patents and Designs Act, II of 1911	3 10
(c) The Indian Patents and Designs Act, II of 1911 (Urdu and Hindi) each.	0 2
(d) The Indian Patents and Designs Rules, 1912	0 2
(e) Weekly Notifications (Extract from the *Gazette of India*)	0 1
Annual subscription with postage ..	3 0
(f) Inventions (consolidated subject-matter index, 1900—1908 and chronological lists, 1900—1908) ..	2 0
(g) Inventions (consolidated subject-matter index, 1900—1911 and chronological lists, 1905—1911) ..	3 0
(h) Patent Office Journals (issued quarterly) each	0 2
(i) Patent Office Journals, 1914, 1915, 1916, 1917, 1918 each	1 0
(j) Printed specifications of inventions since 1912 each	0 3

K. RAMA PAI,
Controller of Patents and Designs.

NOTIFICATIONS.

The Registrar of Co-operative Societies, Madras, has, under section 40 of the Co-operative Societies Act II of 1912 (India), cancelled the registration of the Managala Christian Co-operative Society, No. 4731 in the Nandyal taluk of the Kurnool district and has appointed the Assistant Registrar, Kurnool, to be liquidator under section 42 (1) of the same Act. This order will take effect from this date, viz., 29th June 1929.

H. M. HOOD,
Registrar of Co-operative Societies.
Madras, 29th June 1929.

It is hereby notified for the information of the public that all letters, parcels, etc., intended for the Range Officer, Coonoor, should in future be addressed as follows:—

"The Range Officer,
Coonoor B.S.P.O., Nilgiris"

M. E. BRIDGE,
District Forest Officer.
Ootacamund, 19th September 1929.

TREASURE TROVE.

It is hereby notified under section 5 of the Indian Treasure Trove Act VI of 1878 that on or about the 28th June 1929 the undermentioned treasure was found buried in the backyard of Venkata Reddi's house in Melpalidiyer village in Cheagam taluk, North Arcot district:—

Schedule of treasure found.

		Rs.	A.	P.
1.	Silver 2-anna pieces of the year 1840 ..	3	4	0
2.	„ 4-anna „ 1840 ..	3	12	0
3.	„ 4-anna „ 1835 ..	3	4	0
4.	„ 8-anna „ 1862 ..	0	8	0
5.	Rupee coins of the year 1835	3	0	0
6.	„ „ 1840	72	0	0
	Total ..	76	12	0

2. Persons claiming the said treasure or any part thereof are required to appear in person or by duly authorized agent before the Collector of North Arcot at his bungalow in Vellore at 11 a.m. on 19th December 1929 to prove their claim.

D. H. BOULTON,
Collector.
North Arcot Collector's Office,
25th July 1929.

It is hereby notified under section 5 of the Indian Treasure Trove Act VI of 1878 that on or about the 12th February 1929, the undermentioned treasure was found buried in the ruinat site belonging to Balusundara Nayudu in Poonda village in Polur taluk, North Arcot district:—

Description.	Value. Rs. A. P.
Three silver small coins	28 0 0
Three silver big coins	
Three pairs of silver bangles	
One pair of silver bangles, big size ..	
Three pairs of silver bangles, small size ..	
Two silver rings	
Four other silver jewels	
One copper coin	0 1 0
One pair of gold earrings, javali kadukan.	11 9 0
Five small gold pieces	0 2 0
One sovereign and rupee four being the sale-proceeds of one javali kadukan ..	17 8 0

2 Persons claiming the said treasure or any part thereof are required to appear in person or by duly authorized agent before the Collector of North Arcot at his bungalow in Vellore at 2 p.m. on 4th November 1929 to prove their claim.

A. APPADURAI PILLAI,
Collector.
North Arcot Collector's Office,
21st May 1929.

It is hereby notified under section 8 of the Treasure Trove Act VI of 1878 that on 30th January 1929, the treasure articles noted below were found in R.S. No. 104-12 classed as "Ryotwari, dry" of 117. Nerikkappai village, Nannilam taluk, Tanjore district:—

Serial number and name of the treasure.	Total Number.	Kind of metal.	Weight.	Estimated cost.
1. Koli Kasu	1,884 coins.	Copper ..	28½ seers.	Rupees 235-8-0 at the rate of two annas 0 coin

2. All persons claiming the said treasure or any part thereof, are hereby required to appear personally or by agent before the Collector of Tanjore at Tanjore on 3rd February 1930 at 11 a.m. where the matter will be enquired into and determined according to law.

Tanjore Collector's Office,
29th September 1929.

J. A. THORNE,
Collector.

DEPARTMENT OF AGRICULTURE.

Statement showing the inland consumption and exports of raw cotton in the Madras Presidency for the week ending 20th September 1929.

[*Note.*—All figures are in bales of 400 lb. Net.]

Variety of cotton.	In the previous year.				In the current year.					
	Week ending 21st September 1928.		Total from 1st February 1928 to 21st September 1928.		Current week.			Total from 1st February 1929 to date.		
	Received at mills (a).	Net exports by sea.	Received at mills.	Net exports by sea.	Received at mills. (b)	Net exports by sea (c)	Total.	Received at mills.	Net exports by sea.	Total.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Tinnevelliss	2,951	852	61,993	62,046	303	7,059	7,362	69,179	73,587	134,736
Salems	193	Nil	18,766	1,387	1,612	382	1,994	13,597	5,184	18,781
Cambodia	1,793	Nil	49,922	26,142	3,145	1,491	4,636	60,300	52,629	112,929
Northerns and Westerns ..	229	1,169	16,327	39,672	404	1,501	1,905	20,097	54,026	74,123
Coconadas	Nil	715	186	28,018	3	819	822	(d) 596	23,285	23,781
Outside cotton	613	Nil	26,008	—16,680	782	Nil	782	21,373	— 4,237	17,136
Total ..	4,361	1,583	168,174	140,595	6,279	14,852	19,541	176,444	216,112	390,556

(a) Returns supplied in the corresponding week of previous year by seventeen mills.
(b) Returns supplied in the current week by eighteen mills.
(c) Exports by sea in the current week—Madras—Salems 89; Cambodia 1,038; Northerns and Westerns 1,901; Coconada 819; Cocanada—Nil.; Tuticorin—Tinnevellies 7,006; Cambodia 2,893; Calicut—Salems 293; Cambodia 853; Mangalore—Nil; Cochin—Nil.
Imports by sea in the current week—Nil.
(d) Includes 4 bales not reported before.
— denotes net imports.

Quantity of cotton pressed in the pressing factories and of unpressed cotton received at spinning mills in the Madras Presidency during the week ending 20th September 1929.

[*Note.*—All figures are in bales of 400 lb. Net.]

Variety of cotton.	In the previous year.				In the current year.				Director's estimate of the 1928-29 crop.
	Number pressed in week ending 21st September 1928.	Number pressed from 1st February 1928 to 21st September 1928.	Unpressed cotton received at spinning mills from 1st February 1928 to 21st September 1928.	Total cotton accounted for from 1st February 1928 to 21st September 1928.	Number pressed in the current week.	Number pressed from 1st February 1929 to date.	Unpressed cotton received at spinning mills from 1st February 1929 to date.	Total cotton accounted for from 1st February 1929 to date.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Tinnevellies	508	118,283	8,178	122,440	2,735	126,852	9,804	140,126	284,000
Salems	Nil	15,166	10,973	26,140	148	(a) 23,050	8,265	31,316	37,200
Cambodia	847	66,342	16,250	84,514	3,402	(b) 109,029	28,633	138,162	167,500
Northerns and Westerns ..	Nil	53,880	Nil	53,880	1,402	(c) 118,449	Nil	119,419	177,900
Coconadas and others	678	80,078	100	80,206	841	87,071	196	87,460	48,000
Outside cotton	Nil	8	355	363	Nil	Nil	246	246	Nil
Total ..	2,028	333,743	33,937	367,680	8,128	121,621	11,849	433,567	339,900

(a) Includes 284 bales not reported before. (b) Includes 840 bales not reported before.
(c) Includes 198 bales not reported before.

Statement of cotton pressed in the Madras Presidency for the week ending 20th September 1929.
[Section 9 (2) of the Cotton Ginning and Pressing Factories Act, 1925.]

Variety of cotton.	Number of bales pressed			
	During the week.	During the corresponding week last year.	Since 1st February 1929.	During the corresponding period last year.
(1)	(2)	(3)	(4)	(5)
Tinnevellies	2,735	508	126,852	118,283
Salems	148	Nil	(a) 23,050	15,166
Cambodia	3,402	847	(b) 109,029	66,342
Northerns and Westerns ..	1,402	Nil	(c) 118,449	53,880
Coconadas	841	678	87,071	80,078
Outside cotton	Nil	Nil	Nil	8
Total ..	8,128	2,028	464,451	333,743

(a) Includes 284 bales not reported before. (b) Includes 646 bales not reported before.
(c) Includes 198 bales not reported before.

Madras, 27th September 1929.

G. R. HILSON,
Offg. Director of Agriculture.

H-2

PUBLIC HEALTH DEPARTMENT.

Vital Statistics of the Districts excluding Municipal Towns of the Madras Presidency for the month of July 1926.

Divisions	Serial number.	Districts	Population under registration according to the census of 1921.			Births		Deaths.															
																	Total.			Total of corresponding month of previous year.		
			Males.	Females.	Total.	Number registered excluding still-births.	Still-born number registered.	Cholera.	Smallpox.	Plague.	Fevers.	Dysentery and diarrhœa.	Respiratory diseases.	Injuries including suicide.	Deaths of children under 1 year.	Other causes.	Males.	Females.	Total.	Males.	Females.	Total.
Agency and East Coast Division.	1	Ganjam ..	796,559	975,207	1,771,766	6,015	19	59	14	..	705	121	88	6	13	289	853	689	1,522	725	718	1,443
	2	Vizagapatam ..	1,025,100	1,094,909	2,120,009	7,955	48	..	64	..	2,182	172	176	50	36	1,710	2,489	2,378	4,867	2,320	2,268	4,588
	3	Godavari, East ..	760,166	781,891	1,542,057	6,986	54	1	14	..	1,531	132	827	27	40	1,310	1,916	1,667	3,583	2,287	2,071	4,358
	4	Godavari, West ..	428,816	448,267	877,213	4,604	33	3	7	..	917	123	956	15	28	1,049	1,279	1,261	2,540	1,590	1,520	3,110
	5	Kistna ..	553,382	553,243	1,107,625	4,552	28	8	56	..	939	127	868	33	48	1,092	1,318	1,102	2,420	1,875	1,931	4,006
	6	Guntur ..	856,188	841,075	1,697,263	9,264	78	..	2	..	1,548	138	624	43	56	1,788	2,075	2,097	4,172	2,210	2,219	4,429
	7	Nellore ..	678,511	670,078	1,348,589	4,264	76	..	1	33	1,023	79	148	45	38	672	1,189	1,072	2,261	1,260	1,226	2,486
	8	Chingleput ..	700,807	689,678	1,390,485	8,221	75	..	9	61	488	211	153	49	38	1,389	1,240	1,273	2,513	2,015	1,981	4,996
	9	South Arcot ..	1,107,075	1,122,553	2,229,628	8,738	20	..	9	116	765	299	242	50	89	2,483	1,956	2,049	5,025	1,775	1,762	3,537
	10	Trichinopoly ..	851,033	889,982	1,741,014	6,576	76	19	51	..	563	162	130	28	59	1,907	1,467	1,458	2,953	1,765	1,766	3,531
	11	Tanjore ..	994,778	1,083,081	2,077,859	9,402	101	8	81	..	895	106	104	50	159	2,568	1,823	1,791	3,623	1,641	1,691	3,332
South Division.	12	Madura ..	972,972	805,691	1,778,663	5,204	88	424	6	37	424	296	329	26	24	2,062	1,678	1,725	3,403	1,480	1,336	2,816
	13	Ramnad ..	785,388	868,849	1,654,204	4,337	30	127	6	..	1,042	159	213	16	28	1,007	1,803	1,786	3,589	1,178	1,205	2,383
	14	Tinnevelly ..	464,926	901,825	1,756,445	9,278	114	24	5	..	720	231	215	28	58	2,083	1,737	1,159	2,896	1,523	1,682	3,205
	15	North Arcot ..	951,888	982,406	1,934,291	9,564	61	..	68	..	868	276	193	33	63	2,509	1,781	1,855	3,641	2,197	2,068	4,265
	16	Chittoor ..	636,053	663,739	1,299,792	4,816	80	..	15	..	613	210	233	41	27	871	1,068	1,022	2,094	1,473	1,354	2,827
	17	Salem ..	1,336,488	1,647,388	3,083,556	7,179	62	1	6	22	1,003	232	192	35	16	1,891	1,598	1,506	3,104	1,538	1,540	3,078
	18	Coimbatore ..	1,024,238	1,034,045	2,058,283	8,467	14	2	56	..	606	528	497	25	75	1,520	1,396	1,471	2,867	1,616	1,763	3,379
Deccan Division.	19	Kurnool ..	447,217	428,641	875,858	2,551	48	..	18	..	1,272	110	198	14	16	528	1,216	1,187	2,403	1,482	1,428	2,910
	20	Cuddapah ..	434,210	419,298	853,508	3,361	33	..	5	..	922	53	114	18	15	451	769	778	1,547	1,078	1,421	2,499
	21	Bellary ..	499,703	385,913	785,616	2,980	26	..	2	53	447	101	172	16	16	1,149	1,033	966	2,029	1,084	1,001	2,085
	22	Anantapur ..	478,924	546,792	979,716	3,215	30	..	6	..	469	130	198	15	28	936	806	892	1,758	1,038	986	2,024
	23	The Nilgiris ..	50,343	44,496	94,837	918	9	..	..	..	134	48	30	5	1	75	164	137	290	146	153	297
West Coast Division.	24	South Kanara ..	676,076	618,415	1,293,491	6,247	264	2	27	..	1,094	177	169	52	80	1,157	1,388	1,376	2,764	1,448	1,564	3,012
	25	Malabar ..	1,806,263	1,466,316	3,291,579	25,188	331	1	56	..	1,398	628	646	93	87	2,683	2,051	2,181	4,232	2,331	2,382	4,713
		Total of month for Districts ..	18,688,891	18,688,395	38,066,286	135,352	1,780	870	693	62	23,851	3,643	3,944	745	850	24,840	30,901	32,666	72,284	41,666	40,109	81,775
		Total of corresponding month of previous year.	18,688,891	19,368,395	38,066,286	133,791	1,541	6,236	693	75	24,310	3,660	3,628	740	803	29,767	37,668	40,109	81,775	41,666	40,109	81,775
		Increase (+) or Decrease (−) ..	..	..	..	+1,561	+240	−7,109	+101	+12	−459	−661	+321	+5	+53	−941	−5,967	−6,450	−9,493	..	..	..

Vital Statistics of the Municipal Towns of the Madras Presidency for the month of July 1929.

District.	Serial number.	Municipal towns.	Population under Registration according to the Census of 1921.			Births.		Deaths.															
			Males.	Females.	Total.	Number registered excluding still-births.	Still-births number registered.	Cholera.	Smallpox.	Plague.	Fevers.	Dysentery and diarrhœa.	Respiratory diseases.	Injuries including suicides.	Deaths of children under 1 year of birth.	Other causes.	Total.			Total of corresponding month of previous year		
																	Males.	Females.	Total	Males.	Females.	Total
Ganjam ..	1	Berhampur	16,001	16,730	32,731	84	..	1	..	..	15	9	1	3	..	29	29	27	56	33	37	70
	2	Parlakimedi	8,613	8,101	16,714	52	3	..	..	..	14	13	..	1	..	6	24	13	37	23	17	40
	3	Chatrapur	7,687	8,503	16,190	47	..	..	..	..	14	13	..	..	..	4	11	20	31	14	12	26
Vizagapatam.	4	Vizagapatam	23,103	23,808	46,911	111	4	1	6	..	18	21	7	8	..	50	61	57	108	93	83	176
	5	Vizianagram	18,381	19,918	38,299	110	1	..	..	..	16	14	8	..	..	42	44	39	83	85	86	71
	6	Anakapalle	18,082	19,273	39,360	63	1	..	1	..	12	11	16	..	..	10	28	28	54	18	17	35
	7	Bimlipatam	3,424	4,071	7,495	31	..	..	..	..	2	3	1	..	..	3	6	11	17	10	8	18
Godavari, East.	8	Rajahmundry	28,788	27,038	55,791	176	8	..	..	..	30	11	9	4	..	34	60	60	110	60	122	212
	9	Cocanada	29,248	24,005	53,113	164	..	..	2	..	32	21	9	1	..	20	68	66	134	80	68	138
	10	Peddapuram	7,291	7,411	14,520	67	2	..	..	..	14	..	3	..	..	13	21	13	34	23	26	49
Godavari, West.	11	Ellore	22,990	23,282	46,262	186	7	2	1	..	14	6	16	..	..	15	45	33	78	60	45	105
	12	Palakollu	7,283	7,272	14,555	61	4	2	..	..	3	5	3	..	..	10	17	18	35	12	14	26
Kistna ..	13	Bezwada	23,107	21,052	45,159	207	8	..	..	..	17	11	9	4	..	21	62	80	142	77	87	164
	14	Masulipatam	21,872	23,063	42,935	137	14	..	..	..	2	20	9	..	..	5	35	48	83	77	70	147
	15	Guntur	24,327	23,847	48,174	218	9	..	..	..	21	15	14	4	..	100	94	78	172	118	102	220
Guntur ..	16	Tenali	12,058	11,105	23,220	42	..	..	..	..	9	14	14	2	..	8	31	17	48	38	20	58
	17	Chirala	5,705	7,618	13,323	28	1	..	..	..	4	2	2	..	..	12	8	20	14	14	8	22
	18	Ongole	7,013	7,227	14,270	37	1	..	..	..	3	1	..	1	..	17	8	22	21	16	26	42
	19	Narasaraopet	5,749	6,589	11,338	27	1	..	..	..	8	2	1	1	..	2	7	11	18	12	12	24
Nellore ..	20	Nellore	12,760	13,096	25,856	109	25	..	..	..	16	6	6	1	1	54	30	58	88	56	61	117
Madras ..	21	Madras	277,444	251,747	529,191	1,968	135	1	32	..	150	228	238	28	26	669	377	837	1,214	1,000	923	2,023
Chingleput.	22	Conjeeveram	40,711	39,582	81,373	103	7	..	1	..	12	13	21	2	2	71	65	67	132	71	117	188
	23	Saidapet	16,947	15,467	32,414	76	..	..	..	..	7	5	5	2	..	18	21	13	34	24	61	85
	24	Chingleput	6,127	5,128	11,255	70	11	..	1	..	4	3	3	2	..	1	12	15	27	15	13	30
	25	Cuddalore	25,073	26,446	50,527	212	9	..	..	..	5	9	11	6	..	17	37	44	81	55	84	139
South Arcot.	26	Chidambaram	11,214	11,287	22,501	66	1	..	..	..	6	9	7	2	..	6	21	23	44	32	20	52
	27	Villupuram	8,946	8,377	17,323	43	3	..	..	..	5	5	..	2	1	12	20	10	30	15	14	29
	28	Trichinopoly	65,574	64,848	130,422	426	33	..	..	..	26	30	37	3	1	103	121	164	285	180	201	381
Trichinopoly.	29	Srirangam	11,139	12,013	23,152	58	1	..	..	..	1	6	4	..	..	16	20	28	48	32	40	72
	30	Karur	3,155	3,094	6,249	42	2	..	..	..	2	3	2	..	..	3	12	18	30	17	13	31
	31	Kumbakonam	20,826	21,974	42,800	163	11	..	..	..	14	6	16	4	..	27	67	70	137	62	82	144
	32	Tanjore	29,328	30,850	60,178	153	9	..	..	..	26	24	10	3	..	8	71	81	152	70	82	152
Tanjore ..	33	Negapatam	25,321	27,695	53,016	182	6	..	1	..	13	11	21	3	1	53	82	87	169	82	48	130
	34	Mayuram	14,667	14,810	29,477	62	2	..	1	..	11	8	1	3	4	40	68	57	125	70	70	140
	35	Tiruvalur	12,309	11,818	24,124	81	3	..	..	..	10	8	3	3	2	13	39	39	78	18	19	37
	36	Manargudi	10,892	10,892	21,538	74	9	..	1	..	2	7	2	1	2	10	26	24	50	18	20	38
	37	Madura	70,280	68,606	138,886	492	17	6	..	..	8	26	21	4	2	110	149	121	270	112	103	215
	38	Dindigul	18,809	18,143	36,952	137	10	..	..	..	4	15	5	2	2	22	57	24	81	28	29	57
Madura ..	39	Bodinayakkanur	9,767	10,074	20,841	85	2	12	..	..	6	3	3	1	1	10	16	19	35	13	23	36
	40	Theni	8,518	8,982	17,501	67	..	..	..	..	6	3	3	1	..	28	25	32	60	26	18	44
	41	Periyakulam	7,344	9,634	16,978	75	2	1	..	2	6	6	3	1	..	22	20	30	50	11	22	33
	42	Kodaikanal	2,221	2,018	4,239	28	1	..	..	..	..	1	..	..	..	8	8	9	17	8	9	17

[Continued on next

Vital Statistics of the Municipal Towns of the Madras Presidency for the month of July 1921—*contd.*

District.	Serial number.	Municipal towns.	Population and its Distribution according to the Census of 1921.			Births		Deaths.															
			Males.	Females.	Total.	Number registered (including still-births).	Still-born (number registered).	Cholera.	Small-pox.	Plague.	Fevers.	Dysentery and diarrhœa.	Respiratory diseases.	Injuries including suicides.	Deaths from child birth.	Other causes.	Total.			Total of corresponding month of previous year.		
																	Males.	Females.	Total.	Males.	Females.	Total.
Ramnad	13	Srivilliputtur ..	16,497	16,768	33,265	111	..	52	..	..	10	6	4	..	..	25	25	32	46	32	36	68
	14	Virudhunagar ..	10,708	11,023	21,731	74	..	..	..	..	25	10	7	..	..	25	42	55	109	30	31	70
	15	Sivakasi ..	7,077	7,590	14,667	47	..	..	..	..	4	1	4	..	..	13	10	10	20	14	10	24
	16	Karaikudi ..	7,223	8,127	15,350	38	6	..	..	..	6	1	1	..	..	10	13	14	27	..	..	..
Tinnevelly	17	Tinnevelly ..	26,683	27,220	53,903	112	3	..	..	..	4	4	18	..	1	16	61	63	124	61	49	91
	18	Palamcottah ..	23,240	24,397	47,637	148	5	2	..	..	6	6	25	2	..	16	56	50	106	51	47	98
	19	Tuticorin ..	23,781	21,741	45,522	150	5	..	..	..	11	7	24	..	4	18	66	42	107	53	39	92
	20	Vellore ..	24,099	25,311	49,210	197	8	..	14	..	13	8	17	1	5	21	61	56	117	64	42	76
North Arcot	21	Gudiyattam ..	11,701	11,902	23,603	76	1	..	6	..	3	..	..	1	2	12	23	18	41	23	16	39
	22	Tiruvannamalai ..	10,847	11,025	21,872	82	4	..	3	..	17	6	..	..	2	12	35	28	63	28	17	45
	23	Vaniyambadi ..	9,283	10,807	20,090	55	..	..	..	..	..	..	7	..	..	15	22	18	40	25	29	54
	24	Tirupattur ..	7,992	8,285	16,276	67	4	..	1	..	..	2	..	..	..	12	14	12	26	17	18	35
	25	Walajapet ..	4,930	5,033	10,013	38	..	..	..	..	6	1	6	..	1	8	22	12	34	12	22	34
Chittoor	26	Chittoor ..	8,942	8,996	17,941	53	2	..	..	..	3	2	8	..	..	9	22	14	36	21	13	34
Salem	27	Tirupati ..	8,621	8,803	17,424	41	5	..	..	..	5	..	8	2	..	6	13	9	22	24	16	40
	28	Salem ..	26,418	25,825	52,243	370	8	..	1	..	10	7	8	1	4	18	35	17	52	25	29	54
	29	Coimbatore ..	33,617	32,371	65,988	205	6	..	..	..	38	18	17	3	3	15	115	75	190	109	106	215
	30	Erode ..	12,481	11,438	23,911	73	1	..	..	..	12	23	18	6	2	9	69	71	140	91	86	177
Coimbatore	31	Dharapuram ..	7,903	8,221	16,124	47	2	..	..	..	10	4	2	..	..	1	7	7	14	15	2	17
	32	Pollachi ..	6,241	4,831	11,072	60	1	..	1	..	..	1	5	..	1	3	11	6	17	10	11	21
	33	Tiruppur ..	5,610	5,731	13,341	26	..	..	..	..	4	1	4	3	..	1	13	9	22	11	8	19
	34	Udumalpet ..	5,377	5,059	10,436	57	2	..	..	..	6	3	3	..	..	1	13	6	19	8	5	13
Kurnool	35	Kurnool ..	13,844	14,061	27,905	129	6	..	..	..	1	1	..	..	..	1	2	2	4	7	2	9
	36	Nandyal ..	9,161	8,938	18,124	25	..	..	..	..	7	10	7	1	1	..	26	24	50	11	11	22
Cuddapah	37	Cuddapah ..	9,844	9,051	19,317	85	1	..	..	..	20	..	7	..	1	1	29	28	57	39	32	71
	38	Proddatur ..	8,108	7,831	15,904	50	2	..	..	..	6	5	10	1	1	1	25	18	43	22	28	50
Bellary	39	Bellary ..	21,113	19,729	40,842	188	8	..	..	..	..	4	2	4	1	1	12	10	22	22	13	35
	40	Adoni ..	18,581	14,871	33,452	128	3	..	..	..	34	18	27	2	2	2	85	56	141	86	30	116
	41	Hospet ..	9,132	8,205	17,337	93	6	..	..	..	..	16	14	..	2	2	36	30	66	66	48	114
Anantapur	42	Hindupur ..	6,740	5,718	12,458	48	1	..	..	..	3	10	13	1	1	1	29	24	53	53	30	83
	43	Anantapur ..	6,477	6,376	12,853	38	3	..	..	..	5	2	1	2	..	..	10	4	14	25	18	43
	44	Tadpatri ..	6,605	6,088	12,693	38	..	..	..	..	7	1	8	1	..	..	18	6	24	16	17	33
Nilgiris, The	45	Ootacamund ..	10,217	9,250	19,467	74	2	..	..	..	6	..	5	..	..	..	11	7	18	10	17	27
South Kanara	46	Coonoor ..	6,459	4,756	11,215	36	..	..	..	..	..	..	5	..	..	..	5	8	13	26	41	67
	47	Mangalore ..	26,204	26,673	52,877	192	6	..	..	..	4	6	7	..	1	1	19	13	32	22	11	33
	48	Calicut ..	82,627	99,807	82,434	362	24	..	6	..	6	11	6	..	1	..	12	12	24	12	13	25
Malabar	49	Palghat ..	22,618	22,888	45,437	179	9	..	12	2	30	25	24	3	3	3	90	75	165	91	14	105
	50	Cannanore ..	13,168	14,618	27,786	130	7	..	11	..	5	10	12	2	2	2	35	40	75	122	118	240
	51	Tellicherry ..	15,090	11,488	27,578	88	5	..	2	..	7	11	6	1	..	..	20	24	44	66	68	134
	52	Cochin ..	11,222	9,434	20,656	109	4	..	16	..	7	8	11	..	1	1	27	17	44	30	32	62
		Total of month for Municipal Towns ..	1,030,488	1,000,533	2,030,069	10,903	474	69	184	3	966	665	1,333	134	143	2,705	5,815	5,660	11,475	5,823	5,202	11,025
		Total of corresponding month of previous year.	1,029,240	1,001,491	2,030,731	11,362	476	516	108	6	1,174	1,063	1,610	120	159	3,888	4,228	5,202	9,430	5,823	5,202	11,025
		Increase (+) or decrease (−) ..	+ 1,223	+ 6,127	+ 10,980	− 457	+ 58	−330	+76	− 1	−208	−170	−277	+27	−17	− 61	−172	−542	−1,014	..	..	..

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Vital Statistics of the Rural Towns of the Madras Presidency for the month of July 1929.

District.	Serial number.	Rural towns	Population under Registration according to the Census of 1921.	Births.		Deaths.																
				Number registered excluding still-births.	Still-born number registered.	Cholera.	Small-pox.	Plague.	Fevers.	Dysentery and diarrhœa.	Respiratory diseases.	Injuries including suicide.	Deaths from child birth.	Other causes.	Total.			Total of corresponding month of previous year.			
															Males.	Females.	Total.	Males.	Females.	Total.
Vizagapatam	1	Bobbili	18,178	32	1	..	..	..	10	..	..	1	..	11	8	3	19	20	32	56
	2	Parvatipuram ..	15,604	31	..	..	16	..	10	..	..	1	..	10	31	14	45	21	20	41
	3	Salara	15,484	38	..	..	..	..	41	..	2	1	..	3	27	23	50	26	31	58
	4	Narasapatam ..	14,731	32	..	..	..	..	6	..	..	..	..	4	8	7	15	..	..	..
	5	Palkonda	10,805	47	..	..	..	..	14	..	..	..	..	13	16	12	27	14	26	40
Godavari, East.	6	Pithapuram ..	17,760	41	..	..	..	..	8	..	..	2	..	29	18	24	42	12	31	43
	7	Samalkot	16,325	64	..	..	..	..	14	1	..	..	1	11	15	10	25	18	25	43
	8	Amalapuram ..	13,619	64	..	..	..	..	13	..	2	..	..	13	17	18	35	17	13	30
	9	Mandapeta	10,261	60	..	..	..	..	8	..	..	1	..	8	7	11	18	22	20	42
Godavari, West.	10	Penukonda ..	13,478	43	..	..	..	..	6	..	10	1	..	31	26	26	52	30	22	52
	11	Narasapur	13,169	42	..	..	..	..	17	1	6	1	..	10	20	10	30	20	11	31
	12	Attili	11,375	41	..	..	..	..	10	1	3	..	..	13	22	9	31	17	18	35
Kistna ..	13	Gudivada	16,821	48	..	..	..	..	7	4	3	1	..	15	17	10	27	36	40	76
	14	Nuzvid	10,852	59	..	..	..	..	9	3	1	1	..	14	17	8	25	18	16	34
Guntur ..	15	Repalle	10,801	38	..	..	..	..	11	..	2	..	..	7	3	11	20	14	11	25
	16	Vetapalem ..	10,388	34	..	..	..	..	8	1	3	..	1	7	12	8	21	18	18	36
Nellore ..	17	Venkatagiri ..	14,389	58	..	7	..	..	7	..	2	..	..	16	14	20	34	4	8	14
	18	Sambiam	23,192	68	2	1	..	..	21	3	3	..	1	29	24	24	48	48	48	96
Chingleput.	19	Tiruvallur (C.T.)	17,548	66	1	..	..	..	17	3	1	..	..	12	22	15	37	19	18	37
	20	Uttaramerur ..	10,934	68	..	1	..	..	8	3	3	1	1	14	12	13	25	18	18	36
South Arcot.	21	Panruti	15,293	47	..	..	..	..	7	..	..	1	..	8	10	11	20	17	18	35
	22	Tindivanam ..	14,177	38	..	..	..	..	8	3	2	1	..	7	8	4	12	13	16	29
	23	Porto Nove ..	12,810	49	..	..	..	..	8	3	2	1	1	10	11	14	25	15	23	38
	24	Nellikuppam ..	12,612	62	..	..	..	..	8	..	..	1	..	4	11	14	25	31	24	55
	25	Tirukkoyilur ..	10,154	37	..	..	..	..	..	3	1	1	..	6	14	14	28	31	24	55
Trichinopoly.	26	Turaiyur	10,648	65	..	..	..	..	..	..	..	..	..	4	12	9	21	10	8	18
	27	Vedaranniyam ..	16,478	42	..	..	..	..	9	1	3	1	..	17	15	13	28	14	17	31
	28	Ghyali	12,380	38	..	..	..	..	8	..	..	..	..	17	8	11	19	14	18	32
Tanjore ..	29	Tranquebar ..	11,520	24	..	..	..	..	6	..	..	1	..	8	10	8	18	6	8	14
	30	Tiruvadamarudur	13,611	24	..	..	..	..	8	..	1	1	..	16	8	9	18	9	18	27
	31	Adirampatnam ..	10,274	20	..	..	..	..	8	..	1	1	..	8	13	5	18	13	7	20
Madura ..	32	Kambam	16,461	93	..	23	..	..	8	..	..	1	..	24	33	23	56	21	11	32
	33	Chinnamanur ..	11,812	89	..	18	..	..	2	..	..	..	..	18	18	15	33	18	8	26
	34	Tirumangalam ..	10,176	60	..	3	..	..	18	3	3	..	..	8	18	16	34	8	20	28
Ramnad ..	35	Rajapalayam ..	19,184	107	..	..	..	..	34	..	..	..	..	9	31	26	57	28	21	49
	36	Aruppukkottai ..	21,579	68	..	..	..	..	18	3	..	..	..	24	21	26	55	24	21	45
	37	Paramagudi ..	10,437	31	1	..	..	..	3	1	..	..	..	12	12	7	19	8	9	17
	38	Tiruvadi	13,143	31	..	..	..	..	3	1	..	..	..	28	14	17	31	..	..	..
	39	Ramnad	15,281	48	..	..	..	..	13	2	1	..	..	10	11	13	24	..	..	..

[Continued on next page.

Vital Statistics of the Rural Towns of the Madras Presidency for the month of July 1929—*contd.*

District.	Serial number.	Rural towns.	Population under Registration according to the Census of 1921.	Events.		Deaths.															
				Number registered excluding still-births.	Still-births registered.	Cholera.	Small-pox.	Plague.	Fevers.	Dysentery and diarrhœa.	Respiratory diseases.	Injuries including wounds.	Deaths from still-birth.	Other causes.	Total.			Total of corresponding month of previous year.		
															Males.	Females.	Total.	Males.	Females.	Total.
Ramnad—*contd.*	40	Sattur	21,764	30	..	..	..	..	18	..	1	1	..	7	8	18	30	..	..	..
	41	Ilkiyangudi	11,147	21	..	..	..	..	6	..	1	..	..	2	3	6	6	10	7	17
	42	Tenkasi	23,071	72	..	..	..	..	6	..	1	..	..	2	9	20	35	26	17	43
	43	Kadayanallur	19,693	64	..	..	..	..	6	..	1	1	..	2	10	14	28	26	18	44
	44	Puliyangudi	18,497	68	..	..	..	..	6	..	1	..	..	2	8	20	28	20	20	40
	45	Kalidaikurichi	16,926	68	..	..	..	..	6	..	1	..	..	2	10	20	30	14	14	28
	46	Virudunallur	16,476	50	..	..	..	..	6	..	1	..	..	2	17	11	31	16	22	38
	47	Sivakasi	16,410	88	..	..	..	..	6	..	1	..	..	2	12	11	30	8	6	14
	48	Kadayam	15,292	50	..	..	..	..	6	..	1	..	..	2	10	8	17	8	7	15
Tinnevelly ..	49	Ambasamudram ..	14,118	53	..	..	..	..	6	..	1	..	..	2	8	12	20	17	11	28
	50	Kayalpatnam ..	13,206	43	..	..	..	..	6	..	1	..	..	2	10	27	39	18	11	29
	51	Kulasekarapatnam ..	12,602	32	..	..	..	..	6	..	1	..	..	2	13	16	43	17	11	28
	52	Sankaranayinarkoil ..	12,566	34	..	..	..	..	6	..	1	..	..	2	10	29	39	18	11	29
	53	Sivagiri	12,547	48	..	..	..	..	6	..	1	..	..	2	11	7	19	18	7	25
	54	Senkottai	11,911	31	..	..	..	..	6	..	1	..	..	2	11	10	23	16	10	26
	55	Vasudevanallur ..	10,793	40	..	..	..	..	6	..	1	..	..	2	10	14	26	14	13	27
	56	Srivaikuntam ..	10,673	24	..	..	..	..	6	..	1	1	..	2	11	6	20	14	6	20
Cuddapah ..	57	Jammalamadugu ..	14,584	31	1	..	..	..	6	..	1	..	..	2	14	6	22	12	5	17
Bellary ..	58	Tekmaipatri ..	10,876	36	..	..	..	..	6	..	1	..	..	2	16	8	26	12	7	19
	59	Guntakal	12,619	48	..	..	..	..	6	..	1	..	..	2	14	16	32	12	5	17
Anantapur ..	60	Kadiri	11,018	73	..	..	..	..	6	..	1	..	..	2	15	11	28	12	6	18
	61	Uravakonda ..	10,274	33	3	..	..	..	6	..	1	..	..	2	15	11	29	12	7	19
	62	Ambur	18,220	176	..	..	2	..	11	1	1	..	..	2	21	12	35	12	7	19
North Arcot ..	63	Arni	14,286	62	1	..	..	..	6	1	1	..	..	2	18	13	33	12	13	25
	64	Arcot	11,450	46	..	..	..	..	6	1	1	..	..	2	48	42	92	28	26	54
	65	Tiruvottiyur ..	10,327	87	..	..	..	..	6	1	1	..	..	2	24	27	53	18	17	35
Chittoor ..	66	Kalahasti	12,265	101	..	..	..	..	6	2	1	..	..	2	9	12	23	9	9	18
	67	Dharmapuri	14,993	83	..	..	..	..	6	1	1	..	..	2	8	8	18	11	8	19
Salem ..	68	Rasipuram	13,973	81	..	..	..	..	6	1	1	..	..	2	17	18	35	25	12	37
	69	Sendamangalam ..	12,971	37	..	..	..	..	6	1	1	..	..	2	6	8	14	7	7	14
	70	Tiruchengodu ..	10,618	30	..	..	..	..	6	1	1	..	..	2	10	12	22	8	10	18
	71	Gobichettipalayam ..	14,182	64	..	..	..	..	6	1	1	..	..	2	6	6	12	9	10	19
Coimbatore ..	72	Kollegal	13,266	28	..	..	..	..	6	1	1	..	..	2	11	7	18	10	10	20
	73	Mettupalayam ..	11,126	47	..	..	..	..	6	1	1	..	..	2	11	11	29	18	18	36
South Kanara.	74	Udipi	11,282	65	..	..	..	..	6	1	1	..	..	2	8	8	16	17	17	34
Malabar ..	75	Purnani	18,815	84	2	..	..	..	6	1	1	..	..	2	8	7	15	16	14	30
									6	1	1	..	..	2	13	10	25	9	8	17
									6	1	1	..	..	2	13	10	25	10	10	20
									6	1	1	..	..	2	13	11	24	10	16	26
		Total of towns ..	1,064,626	2,772	41	49	23	..	628	171	132	22	43	1,112	1,159	1,032	2,191	22	24	46
		Total of corresponding month of previous year.	1,050,502	2,766	53	146	13	..	605	182	141	18	23	1,120	1,127	1,134	2,261	1,127	1,134	2,261
		Increase (+) or decrease (—)	+ 14,124	+ 6	— 12	— 97	+ 10	..	+ 23	— 11	— 9	+ 4	+ 20	— 8	+ 32	— 102	— 70	..	..	..

Madras, 10th September 1929.

Abstract return of attacks and deaths from epidemic diseases in the Presidency of Madras during the week ending 7th September 1929.

Name of the district.	Name of taluk (rural) and municipal town.	Cholera.		Smallpox.		Plague.		Relapsing fever.	
		Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.
Ganjam	Chatrapur	1	1	..	..	..	..	..	..
	Chicacole	11	9	..	..	..	..	..	..
	Ichchapuram	19	17	..	..	..	..	..	..
	Sompeta	19	15	..	..	..	..	..	..
	Total ..	50	42	..	..	..	..	..	..
Vizagapatam	Bobbili	..	..	3	..	..	..	..	..
	Palkonda	..	..	2	..	..	..	..	..
	Parvatipuram	..	..	13	3	..	..	..	..
	Vizianagram	6	4	1	1	..	..	..	..
	Total ..	6	4	23	3	..	..	..	..
Nellore	Kanigiri	..	..	1	..	..	..	..	..
	Kavur	..	..	1	1	..	..	..	..
	Rapur	..	..	1	..	..	..	..	..
	Venkatagiri	..	..	10	..	..	..	..	..
	Total ..	..	..	13	1	..	..	..	..
Madras	Madras Town	..	..	14	4	..	..	..	..
Chingleput	Conjeeveram	..	..	17	2	..	..	..	..
	Madurantakam	..	..	3	1	..	..	..	..
	Pallavaram	..	..	3	1	..	..	..	..
	Sriperumbudur	..	..	1	..	..	..	..	..
	Total ..	..	..	24	4	..	..	..	..
South Arcot	Cuddalore	..	..	2	1	..	..	..	..
	Gingee	..	..	20	15	..	..	..	..
	Tindivanam	..	..	4	..	..	..	..	..
	Total ..	..	..	26	16	..	..	..	..
Trichinopoly	Kulittalai	16	10	..	..	..	..	..	..
Tanjore	Mannargudi	..	..	1	1	..	..	..	..
	Pattukkottai	..	..	1	..	..	..	..	..
	Negapatam M.T.	..	..	1	..	..	..	..	..
	Tanjore M.T.	..	..	6	3	..	..	..	..
	Total ..	..	..	9	5	..	1	..	..
Madura	Madura	10	5	..	..	..	..	..	..
	Nilakkottai	3	1	..	..	..	..	..	..
	Periyakulam	4	..	..	..	4	1	..	..
	Periyakulam M.T.	..	..	..	..	1	..	..	..
	Total ..	17	6	..	..	5	1	..	..
Ramnad	Aruppukkottai	21	17	..	..	..	..	..	..
	Mudukulathur	2	2	..	..	..	..	..	..
	Paramagudi	24	7	..	..	..	..	..	..
	Ramnad	2	1	..	..	..	..	..	..
	Sattur	35	18	..	..	..	..	..	..
	Sivaganga	23	23	..	..	..	..	..	..
	Tiruppattur	3	3	..	..	..	..	..	..
	Virudhanagar M.T.	5	1	..	..	..	..	..	..
	Total ..	132	72	..	..	..	..	..	..
Tinnevelly	Kovilpatti	7	3	..	..	..	..	..	..
	Nanguneri	..	..	5	2	..	..	..	..
	Tenkasi	5	4	..	..	..	..	..	..
	Tirunelveli	..	..	5	5	..	..	..	..
	Total ..	12	7	10	7	..	..	..	..
Kurnool	Kurnool	..	..	1	..	..	..	..	..
	Markapur	..	..	3	..	..	..	..	..
	Sirvel	..	..	5	..	..	..	..	..
	Nandyal M.T.	..	..	1	..	..	..	..	..
	Total ..	..	..	10	..	..	..	..	..
Cuddapah	Pulivendla	..	..	12	..	..	..	..	..
	Rajampeta	..	..	6	..	..	..	..	..
	Total ..	..	..	18	..	..	..	..	..

Name of the district.	Name of taluk (rural) and municipal town.	Cholera.		Smallpox.		Plague.		Relapsing fever.	
		Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.	Attacks.	Deaths.
Bellary	Hadagalli	..	..	..	..	..	..	..	..
	Harpanahalli	..	..	..	..	2	4	..	..
	Kudligi	..	..	..	..	2	2	..	..
	Total	..	..	..	..	16	13	..	..
Anantapur	Dharmavaram	..	..	9	2	..	..	..	..
	Madakasira	..	..	2	..	..	..	..	..
	Total	..	..	11	2	..	..	..	..
North Arcot	Gudiyattam	..	..	3	..	..	..	..	..
	Palur	..	..	4	3	..	..	..	..
	Vellore	..	..	10	..	..	..	..	..
	Walajapet	..	..	8	..	..	..	..	..
	Wandiwash	..	..	3	3	..	..	..	..
	Gudiyattam M.T.	..	..	4	4	..	..	..	..
	Vellore M.T.	..	..	16	2	..	..	..	..
	Total	..	..	47	11	..	..	..	..
Chittoor	Kalahasti	..	..	4	1	..	..	..	..
	Madanapalle	..	..	3	1	..	..	..	..
	Tirutani	..	..	2	..	..	..	..	..
	Tirupati M.T.	..	..	7	..	..	..	..	..
	Total	..	..	16	2	..	..	..	..
Salem	Hosur	..	..	..	..	16	6	..	..
Coimbatore	Coimbatore M.T.	..	..	..	1	..	..	..	..
	Pollachi M.T.	..	..	2	..	..	..	..	..
	Total	..	..	1	1	..	..	..	..
The Nilgiris	Coonoor	..	..	1	..	3	1	..	..
	Ootacamund	..	..	..	..	..	..	..	..
	Coonoor M.T.	..	..	1	..	..	..	..	..
	Total	..	..	2	..	3	1	..	..
South Kanara	Karkal	..	..	18	0	..	..	..	..
	Kasaragod	..	..	2	..	..	..	..	..
	Mangalore M.T.	..	..	..	1	..	..	..	..
	Total	..	..	21	7	..	..	..	..
Malabar	Calicut	..	..	2	..	..	..	..	..
	Ernad	..	..	1	..	..	..	..	..
	Kurumbranad	..	..	15	1	..	..	..	..
	Palghat	..	..	4	2	..	..	..	..
	Ponnani	..	..	1	..	..	..	..	..
	Walluvanad	..	..	7	2	..	..	..	..
	Calicut M.T.	..	..	1	1	..	..	..	..
	Cannanore M.T.	..	..	8	7	..	..	..	..
	Palghat M.T.	..	..	3	..	..	..	..	..
	Tellicherry M.T.	..	..	2	1	..	..	..	..
	Total	..	..	59	14	..	..	..	..
	Total—Municipalities	6	1	84	29	1	..	..	..
	Total—Rural districts	311	134	236	61	39	21	..	..
	Grand Total	317	135	320	84	40	21	..	..

Madras, 23rd September 1929.

N. R. UBHAYA, Captain,
Acting Director of Public Health.

JUDICIAL NOTIFICATIONS.

PROCLAMATION.

Madras to wit.

By virtue of a Precept to me directed by His Majesty's High Court of Judicature at Madras, I hereby proclaim and give notice that a Sessions of Oyer and Terminer and General Gaol Delivery in and for Fort Saint George, the Town of Madras, and the local limits thereof and the places and factories subordinate thereto will be holden at the Court House of the Court at Madras aforesaid on Monday the Fourth day of November ensuing the date hereof, at 10-45 o'clock in the forenoon, for the trial of all crimes and offences done or committed within Fort Saint George or the Town of Madras at the local limits thereof and places and factories subordinate thereto and dependant thereon.

And also that at the same time and place will be holden a Session of Admiralty for the trial of all crimes and offences done or committed on the High Seas.

And I hereby require and enjoin all persons bound to prosecute and give evidence at the above Sessions or in anywise concerned therein to attend at the time and place abovementioned and not to depart without leave.

R. J. C. ROBERTSON,
Sheriff of Madras.

High Court, Madras,
11th September 1929.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(IN INSOLVENCY.)

Notice is hereby given that orders have been made by this Court adjudging the persons hereunder mentioned insolvents and vesting the estates and effects of the said insolvents in the Official Assignee of this Court; and all persons indebted to the said insolvents, or who have any of their estates and effects, are hereby required forthwith to pay, or deliver, the same to the said Official Assignee.

Number of petition.	Date of presentation.	Name, address and description of insolvent.	Date of adjudication.
Date of public examination—22nd November 1929.			
289 of 1929.	16th Aug. 1929.	Abdul Aziz Sahib and Abdul Samath Sahib, merchants, lately carrying on business in piece-goods at Godown Street, Madras.	13th Sep. 1929
Date of public examination—15th November 1929.			
305 of 1929.	11th Sep. 1929.	S. Sivaraksa Davey, a partner of S. Girdhari-lal & Co., lately carrying on a partnership business in piece-goods at No. 48, Godown Street, Madras.	13th Sep. 1929
Date of public examination—22nd November 1929.			
313 of 1929.	16th Sep. 1929.	Muppala Ethirajulu Chetti, residing at No. 33, Vathiyar Kanda Pillai Street, Choolai, Madras.	17th Sep. 1929.

R. SATYAMURTI AYYAR,
Acting First Assistant Registrar, Original Side.

High Court, Madras,
20th September 1929.

LIST OF DOCUMENTS LYING UNCLAIMED IN THE OFFICE OF THE SUB-REGISTRAR OF TRIPLICANE.

Document No. 1239 of 1929 of Book I registered on 4th September 1929. Sale for Rs. 500 executed by Valliammal in favour of Mamiekammal, deliverable to K. Appadurai Mudaliyar.

N.B.—A fee of four annas will be levied for safe custody of documents for every fifteen days or part thereof after the first fifteen days from the date of registration. Documents other than wills, lying unclaimed for over two years will be destroyed under section 85 of the Indian Registration Act, 1908.

LIST OF ENCUMBRANCE CERTIFICATES AND CERTIFIED COPIES LYING UNCLAIMED IN THE OFFICE OF THE SUB-REGISTRAR OF TRIPLICANE.

1. Encumbrance certificate No. 289 of 1927 in respect of general search No. 280 of 1927 applied for by Harilal Sait, made ready on 22nd April 1927 and deliverable to Harilal Sait.

2. Encumbrance certificate No. 194 of 1928 in respect of general search No. 184 of 1928 applied for by Muhammad Hussain Sahib and made ready on 14th March 1928, deliverable to Muhammad Hussain Sahib.

3. Encumbrance certificate No. 316 of 1928 in respect of general search No. 328 of 1928 applied for by P. C. Soundararajan and made ready on 21st August 1928 deliverable to P. C. Soundararajan.

4. Encumbrance certificate No. 37 of 1929 in respect of general search No. 37 of 1929 applied for by R. Rajagopaul Ayyangar and made ready on 17th January 1929, deliverable to R. Rajagopaul Ayyangar.

5. Encumbrance certificate No. 70 of 1929 in respect of general search No. 76 of 1929 applied for by V. Krishnaswami Ayyar, made ready on 1st February 1929, deliverable to V. Krishnaswami Ayyar.

6. Encumbrance certificate No. 342 of 1929 in respect of general search No. 342 of 1929 applied for by P. Viraraghavalu, made ready on 18th May 1929, deliverable to P. Viraraghavalu.

1. Copy of document No. 1596 of 1928, C. No. 341 of 1928 applied for by B. Jayaram Chetti, made ready on 18th December 1928, deliverable to B. Jayaram Chetti.

2. Copy of document No. 93 of 1926, C. No. 248 of 1926, applied for by M. Salahuddin Sahib, made ready on 16th August 1929, deliverable to M. Salahuddin Sahib.

NOTE.—Encumbrance certificates and certified copies lying unclaimed for over two years will be destroyed.

A. M. ABDUR RAHMAN,
Sub-Registrar.

Triplicane, 13th September 1929.

UNCLAIMED PROPERTY.

The following attached property remains unclaimed in this Court for a long time. If the same be not claimed within three months from the date of this publication, it will be destroyed.

Bond referred to above.

A hypothecation bond for Rs. 30,000 attached in O.S. No. 212 of 1915 of the District Munsif's Court, Tuticorin, executed by V. Esmail, son of Verimai Ibrahim Rowther, of K. P. Meera Sahib, son of K. P. Pakai Rowther, residing at Illyade Broadway, Colombo.

T. GOMATHINAYAGAM PILLAI,
District Munsif.

Tuticorin, 24th September 1929.

INSOLVENCY PETITIONS.

No. 8 of 1928 (I.A. No. 442 of 1929),
DISTRICT COURT, ANANTAPUR.

Kolaski Fakirappa—*Petitioner.*
Kota Lakshmaiah and others—*Counter-petitioners.*

Take notice that the abovenamed insolvent has applied for an order of absolute discharge under section 41 of the Provincial Insolvency Act and that the petition stands posted to 16th October 1929 for hearing.

No. 26 of 1929, DISTRICT COURT, ANANTAPUR.

Chilla Siva Reddi—*Petitioner.*
Nalla Obanagari Obala Reddi and others—
Counter-petitioners.

Notice is hereby given that the abovenamed petitioner has applied to this Court to adjudge him an insolvent and the petition stands posted to 16th October 1929 for objections, if any.

C. V. KRISHNASWAMI AYYAR,
District Judge.

Anantapur, 24th September 1929.

No. 45 of 1925 (O.P. No. 105 of 1929),
DISTRICT COURT, CUDDAPAH.

Muhammad Hussain Sab Siddeki—*Petitioner* (*Insolvent*).
Mustapha Hussain Sab and others—*Respondents* (*Creditors*).

Under section 38 of Act V of 1920, the petitioner has filed a petition for approval of the composition to pay four annas in a rupee towards satisfaction of his debts. The said petition stands posted to 16th October 1929 for hearing.

No. 78 of 1929 (O.P. No. 101 of 1929), DISTRICT COURT, CUDDAPAH.

Madda Gurivi Reddi—*Petitioner (Insolvent)*.
E. Ranga Reddi and others—*Respondents (Creditors)*.

Under section 38 of Act V of 1920, the petitioner has filed a petition for approval of the composition to pay eight annas in a rupee towards satisfaction of his debts. The said petition stands posted to 10th October 1929 for hearing.

No. 45 of 1929, DISTRICT COURT, CUDDAPAH.

Chinthalapalli Chinna Gurivi Reddi—*Petitioner (Debtor)*.

Onteddu Chine Mallayya and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 9th October 1929 for the hearing of objections.

No. 62 of 1929, DISTRICT COURT, CUDDAPAH.

Ramireddi Moneyya—*Petitioner (Debtor)*.
Palagiri Mahanandi Nayudu and others—*Respondents (Creditors)*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 17th October 1929 for the hearing of objections.

No. 93 of 1929, DISTRICT COURT, CUDDAPAH.

Jilla Peida Pulusu Reddi—*Petitioner (Debtor)*.
Chinnappagari Chinnarayana and others—*Respondents (Creditors)*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 14th October 1929 for the hearing of objections.

No. 68 of 1929, DISTRICT COURT, CUDDAPAH.

Kalava Pitchayya—*Petitioner (Debtor)*.
Challa Venkatakrishna Reddi minor by guardian P. Subba Rao and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 11th October 1929 for the hearing of objections.

No. 69 of 1929, DISTRICT COURT, CUDDAPAH.

Challa Pichanabanda—*Petitioner (Debtor)*.
Vadda Bala Subbayya and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 8th October 1929 for the hearing of objections.

No. 71 of 1929, DISTRICT COURT, CUDDAPAH.

Yeddula Venkata Subbamma—*Petitioner (Creditor)*.
Kunchum Balayya—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare the respondent an insolvent is posted to 11th October 1929 for the hearing of objections.

No. 72 of 1929, DISTRICT COURT, CUDDAPAH.

Palle Ponnob—*Petitioner (Creditor)*.
Gadikota China Subbayya—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare the respondent an insolvent is posted to 11th October 1929 for the hearing of objections.

No. 73 of 1929, DISTRICT COURT, CUDDAPAH.

Thangatur Nagalingam—*Petitioner (Debtor)*.
K. Appanna and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 14th October 1929 for the hearing of objections.

No. 74 of 1929, DISTRICT COURT, CUDDAPAH.

Narayana Subbaramayya—*Petitioner (Creditor)*.
Thapakula Obul Reddi—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare the respondent an insolvent is posted to 15th October 1929 for the hearing of objections.

No. 75 of 1929, DISTRICT COURT, CUDDAPAH.

Gudura Appayyagari Subbarayudu—*Petitioner (Creditor)*.
Gadikota Subbayya—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare the respondent an insolvent is posted to 14th October 1929 for the hearing of objections.

No. 76 of 1929, DISTRICT COURT, CUDDAPAH.

Chinthakunta Nagiah—*Petitioner (Debtor)*.
Kasamara Subba Reddi and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 14th October 1929 for the hearing of objections.

No. 77 of 1929, DISTRICT COURT, CUDDAPAH.

Vundala Peda Ramayya—*Petitioner (Debtor)*.
Vutukuru Veerayya and others—*Respondents (Creditors)*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 15th October 1929 for the hearing of objections.

No. 78 of 1929, DISTRICT COURT, CUDDAPAH.

Rachamalla China Veera Reddi—*Petitioner (Creditor)*.
Pilla Bala Thimma Reddi—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare the respondent an insolvent is posted to 15th October 1929 for the hearing of objections.

No 79 of 1929, DISTRICT COURT, CUDDAPAH.

Uppara Misala Mallayya—*Petitioner (Debtor)*.
Gazulapalli Venkatasubbayya and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 17th October 1929 for the hearing of objections.

No. 80 of 1929, DISTRICT COURT, CUDDAPAH.

Christian Benjiman—*Petitioner (Debtor)*.
Mammadi Bal Reddi and others—*Respondents (Creditors)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 17th October 1929 for the hearing of objections.

No. 81 of 1929, District Court, Cuddapah.

Mitta Subbayya and Kopparapu Gangi Chetti, minors by next friend and mother Subbamma—*Petitioners (Creditors)*.
Kapobarla Gangayya—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioners to declare the respondent an insolvent is posted to 18th October 1929 for the hearing of objections.

No. 82 of 1929, District Court, Cuddapah.

Vanteddu Peddo Narayana Reddi—*Petitioner (Creditor)*.
Tahjul Narayana Chetti—*Respondent (Debtor)*.

Notice is hereby given that under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare the respondent an insolvent is posted to 17th October 1929 for the hearing of objections.

No. 83 of 1929, District Court, Cuddapah.

Royamagari Subbi Reddi, minor by next friend and mother Gangamma, and Kamalam Gangi Reddi—*Petitioners (Creditors)*.
Koppanagiri Chenchi Reddi—*Respondent (Debtor)*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioners to declare the respondent an insolvent is posted to 18th October 1929 for the hearing of objections.

No. 84 of 1929, District Court, Cuddapah.

Kakarla Surayya—*Petitioner (Debtor)*.
Kancham Reddi Kondayya and others—*Respondents (Creditors)*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 18th October 1929 for the hearing of objections.

No. 85 of 1929, District Court, Cuddapah.

Thumballa Venayya—*Petitioner (Debtor)*.
Kasi Reddi Guna Lakshmi Reddi and others—*Respondents (Creditors)*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioner to declare him an insolvent is posted to 18th October 1929 for the hearing of objections.

O.P. No. 106 of 1929, District Court, Cuddapah.

Chippagiri Peda Subbayya and Chippagiri Subbayya—*Petitioners (Insolvents)*.
Nama Venkata Sabah and others—*Respondents (Creditors)*.

Notice is hereby given that the petition put in by the abovenamed insolvents under section 41 of Act V of 1920 to obtain an order of absolute discharge stands posted to 14th October 1929 for hearing.

No 112 of 1929, District Court, Cuddapah.

Ankireddipalli Nega Lingayya—*Petitioner (Insolvent)*.
Karam Chetti Balayya and others—*Respondents (Creditors)*.

Notice is hereby given that the petition put in by the abovenamed insolvent under section 41 of Act V of 1920 to obtain an order of absolute discharge stands posted to 14th October 1929 for hearing.

O.P. No. 113 of 1929, District Court, Cuddapah.

Vankuderi Nagayya—*Petitioner (Insolvent)*.
Surajamal Sivanarayan Gyaniram Firm and others—*Respondents (Creditor)*.

Notice is hereby given that the petition put in by the abovenamed insolvent under section 41 of Act V of 1929 to obtain an order of absolute discharge stands posted to 15th October 1929 for hearing.

O.P. No. 115 of 1929, District Court, Cuddapah.

Polu Peddo Subbayya and Polu China Subbayya—*Petitioners (Insolvents)*.
Challo Bala Subbayya and others—*Respondents (Creditors)*.

Notice is hereby given that the petition put in by the abovenamed insolvents under section 41 of Act V of 1920 to obtain an order of absolute discharge stands posted to 16th October 1929, for hearing.

K. S. RAMASWAMI SASTRI,
District Judge.

Cuddapah, 19th September 1929.

No. 5 of 1929, District Court, Kistna.

Palakurthi Jagannmohan Row of Masulipatam—*Petitioner*.
Palakurthi Rajalingam, etc.—*Creditors*.

Notice is hereby given under section 19, clause 2 of Act V of 1920, that the abovenamed petitioner has applied to this court for being declared an insolvent and that his petition stands posted to 28th October 1929 for hearing the objections. Any creditor wishing to oppose the same may appear in person or by vakil on the said day.

No. 9 of 1929, District Court, Kistna.

Muhammad Beg of Masulipatam—*Petitioner*.
Mowla Bi, etc.—*Creditors*.

Notice is hereby given under section 19, clause 2 of Act V of 1920, that the abovenamed petitioner has applied to this court for being declared an insolvent and that his petition stands posted to 23rd October 1929 for hearing the objections. Any creditor wishing to oppose the same may appear in person or by vakil on the said day.

B. RAMA RAO,
District Judge.

Masulipatam, 23rd September 1929.

No. 10 of 1929, District Court, Vizagapatam.

Ponnam Venkata Reddi, son of Venkappa, aged 55 years, Vaisya, trader of Vizagapatam, Ponnam Venkappa, son of Venkata Reddi, aged 25 years, Vaisya, trader of Vizagapatam and Vimmahota Satyam, son of Kameyya, aged 30 years, Vaisya, trader of Vizagapatam—*Petitioners (Insolvents)*.

Notice is hereby given under sections 7 and 10 of Act V of 1920 that the abovenamed petitioners have filed a petition praying that they may be adjudged insolvents and that the said petition stands posted to 18th October 1929.

A. J. KING,
District Judge.

Vizagapatam, 19th September 1929.

No. 9 of 1929, Sub-Court, Kurnool.

Medisetti Channayya—*Petitioner*.
Peddireddi Dasareddi and others—*Creditors*.

Notice is hereby given under section 30 of the Provincial Insolvency Act that the abovenamed petitioner was adjudged an insolvent by an order of this Court, dated 19th September 1929. Creditors shall prove their debts before the Official Receiver, Kurnool, within four months. Time for discharge is six months.

No. 8 of 1929, Sub-Court, Kurnool.

(1) Edigai Pandegala Batchanna and another—*Petitioners*

Medam Venkayya Chetti and others—*Creditors*.

Notice is hereby given under section 30 of the Provincial Insolvency Act that the abovenamed first petitioner was adjudged an insolvent by an order of this Court, dated 17th September 1929. Creditors shall prove their debts before the Official Receiver, Kurnool, within three months. Time for applying for discharge is eight months.

No. 93 of 1929, Sub-Court, Kurnool.

Kamalapuram Sankayya—*Petitioner*.

Kurava Bhimanna—*Respondent*.

Notice is hereby given under section 19 of the Provincial Insolvency Act that the abovenamed petitioner has applied to this Court praying that the respondent may be adjudged an insolvent and that the said petition stands posted to 28th October 1929 for hearing. Any creditor wishing to oppose the same may do so either in person or by pleader on the said date.

K. SAMBASIVA RAO,
Subordinate Judge.

Kurnool, 26th September 1929.

No. 50 of 1929 (I.A. No. 363 of 1929), Sub Court, Madura.

R. A. Vidyapoornachari, son of Anantharamachari, residing at Muhl 4th Street, Madura—*Petitioner* (*Insolvent*).

K. V. Ramachari & Sons and five others—*Respondents* (*Creditors*).

Notice is hereby given that the abovenamed petitioner (insolvent) has applied to this Court under section 41 of Act V of 1920 praying to pass an order of absolute discharge and that the said petition stands posted to 29th October 1929 for hearing in this Court.

No. 3 of 1929, Sub-Court, Madura.

G. R. Sundaram Ayyar, son of G. Rangaswami Ayyar, at Pookara lane, West Avanimula Street, Madura—*Petitioner* (*Debtor*).

Chockalingam Chettiyar and 21 others—*Respondents* (*Creditors*).

Notice under section 30 of Act V of 1920 is hereby given that the abovenamed petitioner was adjudged insolvent by this Court on 11th September 1929 and that he is directed to apply for his discharge within one year from the date of adjudication. The creditors are required to prove their debts as soon as possible by delivering or sending by registered post to the Official Receiver, Madura, affidavits in Form No. 3 of the Provincial Insolvency Rules.

No. 14 of 1929, Sub-Court, Madura.

N. N. S. Kumaraswami Ayyar, N. N. S. Subba Ayyar, sons of Raja Nattanmai Sundararaja Ayyar, at Lakshmipuram 1st street, Madura—*Petitioners* (*Debtors*).

Obla T. Jagannatha Ayyar and 27 others—*Respondents* (*Creditors*).

Notice under section 30 of Act V of 1920 is hereby given that the abovenamed petitioners were adjudged insolvents by this Court on 11th September 1929 and that they are directed to apply for their discharge within one year from the date of adjudication. The creditors are required to prove their debts as soon as possible by delivering or sending by registered post to the Official Receiver, Madura, affidavits in Form No. 3 of the Provincial Insolvency Rules.

No. 19 of 1929, Sub-Court, Madura.

Vellu Nadar, son of Ayya Nadar, at Ayyapanayakanpatti, Manaadumangalam firka, Nilakotta taluk—*Petitioner* (*Debtor*).

Rangaswami Ayyar, through his agent Subrahmanya Ayyar and six others—*Respondents* (*Creditors*).

Notice under section 30 of Act V of 1920 is hereby given that the abovenamed petitioner was adjudged insolvent by this Court on 11th September 1929 and that he is directed to apply for his discharge within one year from the date of adjudication. The creditors are required to prove their debts as soon as possible by delivering or sending by registered post to the Official Receiver, Madura, affidavits in Form No. 3 of the Provincial Insolvency Rules.

No. 25 of 1929, Sub-Court, Madura.

Ramaswami Konar, son of Ramaswami Konar, at Kumarampatti, Melur taluk—*Petitioner* (*Debtor*).

Kappan Chettiyar and nineteen others—*Respondents* (*Creditors*).

Notice under section 30 of Act V of 1920 is hereby given that the abovenamed petitioner was adjudged insolvent by this Court on 11th September 1929 and that he is directed to apply for his discharge within two years from the date of adjudication. The creditors are required to prove their debts as soon as possible by delivering or sending by registered post to the Official Receiver, Madura, affidavits in Form No. 3 of the Provincial Insolvency Rules.

No. 48 of 1929, Sub-Court, Madura.

Velkaiswami Servai, son of Velu Servai at Nilayur, hamlet of Tiraparankundram, Madura taluk—*Petitioner* (*Debtor*).

K. V. Ramaswami Ayyar and seventeen others—*Respondents* (*Creditors*).

Notice is hereby given that the abovenamed petitioner (debtor) has applied to this Court and or section 10 of Act V of 1920 praying to be adjudged an insolvent and that the said petition stands posted to 29th October 1929 for hearing in this Court.

No. 50 of 1929, Sub-Court, Madura.

Kr. Pr. Al. Rangenathum Chettiyar, through his authorized agent S. A. Ramaswami Nayadu and four others—*Petitioners* (*Creditors*).

Srinivasa Ayyangar, son of Tirumalai Ayyangar at Perumal Kovil Street, Madura, and Tirumalai Ayyangar, son of Alwar Ayyangar at Perumal Kovil Street, Madura—*Respondents* (*Debtors*).

Notice is hereby given that the abovenamed petitioners (creditors) have applied to this Court under sections 9 and 13 of Act V of 1920 praying to adjudge the respondents (debtors) insolvents and that the said petition stands posted to 29th October 1929 for hearing in this Court.

S. G. SRINIVASA ACHARYA,
Second Additional Subordinate Judge.

Madura, 23rd September 1929.

No. 24 of 1929, Sub-Court, Nellore.

Padarthi Raghavulu, Padarthi Chinnayya and Padarthi Anjayya—*Petitioners* (*Debtors*).

Chalavadi Kondayya and others—*Respondents* (*Creditors*).

Notice is hereby given under clause 2 of section 19 of Act V of 1920 that the abovenamed petitioner applied to this Court by petition, dated 2nd September 1929, for adjudging the petitioners insolvents and that the petition stands posted to 4th November 1929 for hearing.

N. RAMASWAMI,
Principal Subordinate Judge.

Nellore, 28th September 1929.

No. 20 of 1929, Sub-Court, Tanjore.

V. Y. M. Somasundaram Pillai, son of Muthukkaruppa Pillai, living in Arantangi, Pattukotta District Mussafi—*Debtor (Petitioner)*.
Vaithilingam Pillai and others—*Creditors (Respondents)*.

Notice is hereby given under section 1a (2) of Act V of 1920 that the abovenamed Somasundaram Pillai has applied to this Court for being adjudged an insolvent and that the petition stands posted to 28th October 1929 for hearing. Any person wishing to oppose the application may appear on that date before this Court either in person or by vakil and do so.

N SUNDARA AYYAR,
Subordinate Judge.

Tanjore, 23rd September 1929.

No. 11 of 1929, Sub-Court, Tellicherry.

Velathanh Beemakutty—*Petitioner (Creditor)*.
Palot Hameed and three others, trading under the name and style of P. Hameed Company of Cannanore—*Respondents (Debtors)*.

Notice is hereby given that the abovenamed petitioner has applied to this Court to adjudge the abovenamed respondents insolvents and the petition stands posted to 4th November 1929 for objections, if any.

P. SANKUNNI MENON,
Subordinate Judge.

Tellicherry, 18th September 1929.

No. 5 of 1929, Sub-Court, Tinnevelly.

Subbiah Ayyar—*Petitioner (Debtor)*.
Ramasubbier and others—*Respondents (Creditors)*.

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed petitioner has been adjudged an insolvent by order of this Court, dated the 14th September 1929, that the aforesaid insolvent should apply for his discharge on or before the 14th September 1930, that creditors should prove their claims as soon as possible and that a claim may be proved by delivering or sending by registered post to the Official Receiver an affidavit in Form No. 3 prescribed in the Madras Provincial Insolvency Rules, 1922.

No. 8 of 1929, Sub-Court, Tinnevelly.

Venkatasubbier and three others—*Petitioners (Debtors)*.
Muhammad Sulaiman Brothers and twenty-two others—*Respondents (Creditors)*.

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed petitioners have been adjudged insolvents by order of this Court, dated the 16th September 1929, that the aforesaid insolvents should apply for their discharge on or before the 16th September 1930, that creditors should prove their claims as soon as possible and that a claim may be proved by delivering or sending by registered post to the Official Receiver an affidavit in Form No. 3 prescribed in the Madras Provincial Insolvency Rules, 1922.

No. 16 of 1929, Sub Court, Tinnevelly.

Ponnish Chettiyar—*Petitioner (Creditor)*.
Sankaralingam Asari and Sudalaimuthu Asari—*Respondents (Debtors)*.

Notice is hereby given under section 30 of Act V of 1920 that the abovenamed respondents have been adjudged insolvents by order of this Court, dated the 31st August 1929, that the aforesaid insolvents should apply for their discharge on or before the 31st August 1930, that creditors should prove their claims as soon as possible and that a claim may be proved by delivering or sending by registered post to the Official Receiver an affidavit in Form No. 3 prescribed in the Madras Provincial Insolvency Rules, 1922.

No. 35 of 1929, Sub-Court, Tinnevelly.

M. Kaleb Nadar—*Petitioner (Debtor)*.
Kandaswami Nadar, etc.—*Respondents (Creditors)*.

Notice is hereby given under clause (2) of section 19 of Act V of 1920 that the abovenamed petitioner has applied to this Court to adjudge him an insolvent and that his application stands posted for hearing to the 5th day of October 1929. Any creditor wishing to oppose the said application may appear before the Court either in person or by vakil on the said date.

No. 36 of 1929, Sub Court, Tinnevelly.

Kochi S. Vaidyanathier—*Petitioner (Creditor)*.
R. M. V. Vaithyanathar and two others—*Respondents (Debtors)*.

Notice is hereby given under clause (2) of section 19 of Act V of 1920 that the abovenamed petitioner has applied to this Court to adjudge respondents as insolvents and that his application stands posted for hearing to the 17th day of October 1929. Any creditor wishing to oppose the said application may appear before the Court either in person or by vakil on the said date.

M. SUBRAHMANYA AYYAR,
Additional Subordinate Judge.

Tinnevelly, 19th September 1929.

No. 18 of 1929 (M.A. No. 248 of 1929), Sub-Court, Tiruvalur.

Ramalinga Ayyar, son of Sami Ayyar, living in Athambavoor, Nannilam taluk and mansif—*Petitioner (Insolvent)*.
Ramayee Achi and twenty-one others—*Respondents (Creditors)*.

Notice is hereby given under section 41 of Act V of 1920 that the abovesaid petitioner has applied to this Court for the grant of an absolute order of discharge and that the petition is posted to 21st October 1929. Any creditor wishing to oppose the same may appear either in person or by pleader on the said date.

P. C. THAGARAJA AYYAR,
Subordinate Judge.

Tiruvarur, 23rd September 1929.

No. 9 of 1929, Sub-Court, Tuticorin.

Sankaralingam Chettiyar—*Petitioner (Creditor)*.
Narayanan Chettiyar, son of Patchi Chettiyar, residing in Bangalow street, Tuticorin, Srivaikuntam taluk—*Respondent (Debtor)*.

Notice is hereby given under section 30 of Act V of 1920 that the above respondent was adjudicated an insolvent by order of this Court dated 11th September 1929. Creditors should prove their claims as soon as possible before the District Official Receiver, Tinnevelly, by delivering or sending by registered post affidavit of proof in Form No. 3 of the Madras Provincial Insolvency Rules, 1922. Respondent is given one year's time from 11th September 1929 for applying for discharge.

No. 12 of 1929, Sub-Court, Tuticorin.

Sadalaimuthu Asari—*Petitioner (Creditor)*.
S. V. S. Alagappa Pillai, son of Ilangudis Pillai, residing at Pudhiampathur village, Ettayapuram Zamin, Koilpatti taluk—*Respondent (Debtor)*.

Notice is hereby given under section 30 of Act V of 1920 that the above respondent was adjudicated an insolvent by order of this Court dated 11th September 1929. Creditors should prove their claims as soon as possible before the District Official Receiver, Tinnevelly, by delivering or sending by registered post affidavit of proof in Form No. 3 of the Madras Provincial Insolvency Rules, 1922. Respondent is given one year's time from 11th September 1929 for applying for discharge.

No. 24 of 1929, SUB-COURT, TUTICORIN.

Muthuya Thevar—*Petitioner* (*Creditor*).
Kattura Thevar, son of Chokkalinga Thevar, residing at Kalappakulam, Sankarankoil taluk—*Respondent* (*Debtor*).

Notice is hereby given under section 19 (2) of Act V of 1920 that the above petitioner has applied to adjudge the respondent an insolvent and that the above petition is posted to 26th October 1929.

No. 25 of 1929, SUB-COURT, TUTICORIN.

Rangappa Naicker, son of Velar Rangappa Naicker, residing at Meenthilli, Sankarankoil taluk—*Petitioner* (*Debtor*).
Regupathi Naicker and nine others—*Respondents* (*Creditors*).

Notice is hereby given under section 19 (2) of Act V of 1920 that the above petitioner has applied to be adjudged an insolvent and that the above petition is posted to 26th October 1929.

No. 26 of 1929, SUB COURT, TUTICORIN.

Chokkalinga Reddiyar and Sennava Reddiyar—*Petitioners* (*Creditors*).
Erama Reddiyar, son of Vayyappa Reddiyar, residing at T. Subbiapuram, Subramaniapuram mitta, Koilpatti taluk—*Respondent* (*Debtor*).

Notice is hereby given under section 19 (2) of Act V of 1920 that the above petitioners have applied to adjudge the respondent insolvent and that the above petition is posted to 26th October 1929.

No. 27 of 1929, SUB-COURT, TUTICORIN.

Kandasamy Naicker, son of Subba Naicker, residing in Kottar, Muthulapuram majara, Koilpatti taluk—*Petitioner* (*Debtor*).
A. L. S. P. S. R. M. Subramaniam Chettiyar and eleven others—*Respondents* (*Creditors*).

Notice is hereby given under section 19 (2) of Act V of 1920 that the above petitioner has applied to be adjudged an insolvent and that the above petition is posted to 26th October 1929.

RAVI VARMA RAJA,
Subordinate Judge.

Tuticorin, 19th September 1929.

No. 19 of 1929 (I.A. No. 893 of 1929), DISTRICT MUNSIF'S COURT, BEZWADA.

Gorti Lakshmanarasimham, etc.—*Petitioners*.
Kakumanu Venkata Subba Rao, etc.—*Counter-petitioners* (*Creditors*).

Notice is hereby given that the abovenamed petitioners have filed petition in this Court for final discharge and the petition is posted to 5th October 1929 for notice. Persons desirous of opposing the same may do so either in person or by pleader and in default of their doing so, the petition will be decided ex parte.

No. 14 of 1929, DISTRICT MUNSIF'S COURT, BEZWADA.

Gopavarapu Venkata Subbayya—*Petitioner*.
Atkuri Sitayya, etc.—*Counter-petitioners* (*Creditors*).

Notice is hereby given that the abovenamed petitioner has filed an insolvency petition in this Court to be adjudicated an insolvent and the petition is posted to 15th October 1929 for notice. Persons desirous of opposing the same may do so either in person or by pleader and in default of their doing so, the petition will be decided ex parte.

No. 18 of 1929, DISTRICT MUNSIF'S COURT, BEZWADA.

Komaragiri Narasimha Rao—*Petitioner*.
Tadikonda Narasimham, etc.—*Counter-petitioners* (*Creditors*).

Notice is hereby given that the abovenamed petitioner has filed an insolvency petition in this Court to be adjudicated an insolvent and the petition is posted to 14th October 1929 for notice. Persons desirous of opposing the same may do so either in person or by pleader and in default of their doing so, the petition will be decided ex parte.

M. ZAHIR-UD-DIN,
District Munsif.

Bezwada, 24th September 1929.

No. 13 of 1929, DISTRICT MUNSIF'S COURT, BHIMAVARAM.

Chenna Venkataswamy, son of Pattayya of Komarada Gudimudi—*Petitioner* (*Debtor*).
Garthi Brahmayya and seven others—*Counter-petitioners* (*Creditors*).

Notice is hereby given under clause 2 of section 19 of Act V of 1920 that the abovenamed petitioner (debtor) has applied to this Court praying that he may be adjudged insolvent and that the said petition stands posted for hearing on 30th October 1929. Any creditor wishing to oppose the said petition may appear before this Court either in person or by pleader on the said day.

A. M. R. DAVID,
District Munsif.

Bhimavaram, 24th September 1929.

No. 7 of 1929, DISTRICT MUNSIF'S COURT, ERODE.

Palani Gounden, son of Peria Gounden, resident of Virappanchattram, Erode, now in Civil Jail, Trichinapoly—*Petitioner* (*Insolvent*)
Palani Ammal and seven others—*Respondents* (*Creditors*).

Notice under section 19 (2) of Act V of 1920 is hereby given that the abovenamed petitioner has applied to this Court to adjudge him an insolvent. Hearing 2nd November 1929.

R. T. KRISHNAMA ACHARIYAR,
District Munsif.

Erode, 23rd September 1929.

No. 27 of 1929, DISTRICT MUNSIF'S COURT, GOOTY

Mehatber Mahammad Khasim Sab—*Petitioner*.
Jonnagadla Pedda Govindappa and two others—*Respondents*.

Notice is hereby given that the above petitioner has applied to this court for being declared insolvent and the petition stands posted to 24th October 1929 for objections if any.

ALI RAZA,
District Munsif.

Gooty, 19th September 1929.

No 12 of 1929, DISTRICT MUNSIF'S COURT, HOSUR.

Kumbara Dodda Appappa, son of Thippanna, major, Lingayat, cultivator at Huda, Kudligi taluk—*Petitioner*.
Konana Dodda Thippanna and eighteen others—*Creditors*.

Notice is hereby given under section 19 (2), Provincial Insolvency Act, that the petitioner has filed this petition to adjudicate him an insolvent

and 6th day of November 1929 has been fixed for final hearing. All persons who intend objecting to this petition are required to appear on the said date in person or by vakil and to submit grounds of their opposition.

R. M. V. S. RAO,
District Munsif.

Hospet, 18th September 1929.

No. 28 of 1925, District Munsif's Court, Kurnool.

Sompalle Venkata Ramayya of Ramapuram, hamlet of Laddagiri—*Insolvent (Petitioner).*
Gudu Sahib and twelve others—*Creditors.*

Notice is hereby given under section 30 of the Provincial Insolvency Act that the abovenamed petitioner has been adjudged insolvent on the 18th day of September 1929 and that he was granted six months' time for applying for discharge from the said date. The creditors may prove their debts before the Official Receiver, Kurnool, in whom the insolvent's property is vested.

No. 14 of 1928, District Munsif's Court, Kurnool.

Kondipogula Sankulugadu, son of Madiga Lutmanna, Christian, Coolie, of Dadyala, Nandikotkur taluk—*Insolvent (Petitioner).*
Kammari Nagamma and others—*Creditors.*

Notice is hereby given under section 19 (2) of the Provincial Insolvency Act that the insolvent petition filed by the petition for his being declared an insolvent stands posted to 10th October 1929.

E. NAGABHUSHANAM,
District Munsif

Kurnool, 20th September 1929.

No. 18 of 1928 (M.P. No. 187 of 1929), District Munsif's Court, Madura Town.

Sivasubrahmanya Sastrigal—*Petitioner (Insolvent).*
Sethuruma Ayyar—*Respondent (Creditor).*

Notice is hereby given that the abovenamed petitioner has applied to this Court under section 41 of the Provincial Insolvency Act praying to pass an order of absolute discharge and that the said petition stands posted for hearing in this Court on the 9th day of November 1929.

No. 38 of 1928 (M.P. No. 182 of 1929), District Munsif's Court, Madura Town.

Guruswami Nayudu—*Petitioner (Insolvent).*
Pelaniyandya Pillai and three others—*Respondents (Creditors).*

Notice is hereby given that the abovenamed petitioner insolvent has applied to this Court under section 41 of the Provincial Insolvency Act praying to pass an order of absolute discharge and that the petition stands posted for hearing in this Court on the 9th day of November 1929.

No. 27 of 1929, District Munsif's Court, Madura Town.

Kadesanga Sankara Ayyar—*Petitioner (Insolvent).*
Nakkamuda V. Sivarama Ayyar and Sons and nine others—*Respondents (Creditors).*

Notice under section 30 of Act V of 1920 is hereby given that the abovenamed petitioner was adjudged insolvent by this Court on 5th September 1929 and that he is directed to apply for his discharge within one year from the date of adjudication. The creditors are required to prove their debts as soon as possible by delivering or sending by registered post to the Official Receiver, Madura, affidavits in Form No. 3 of the Provincial Insolvency Rules.

R. S. SUBRAHMANYAM,
District Munsif.

Madura Town, 23rd September 1929.

No. 3 of 1929, District Munsif's Court, Madurantakam.

Masilamani Mudaliyar—*Petitioner.*
Sengalam Mudaliyar and nine others—*Respondents.*

Notice is hereby given under section 30 of the Provincial Insolvency Act that the abovenamed petitioner has been adjudged insolvent by order of the Court, dated 24th September 1929, and that he should apply for discharge within one year before that date. Creditors should prove their claims before the Official Receiver, Chingleput, as soon as possible.

K. S. V. ROWJI,
District Munsif.

Chingleput, 25th September 1929.

No. 7 of 1928, District Munsif's Court, Nandalur.

Peti Reddi Chenchu Reddi—*Petitioner.*
Velugatherla Narasa Reddi and others—*Respondents.*

Notice is hereby given under section 19, clause (2) of Act V of 1920, that the abovenamed petitioner (debtor) presented a petition to this Court to be adjudicated insolvent. The petition stands posted to 7th November 1929 for hearing.

K. GOPALA AYYAR,
District Munsif.

Nandalur, 24th September 1929.

No. 25 of 1928, District Munsif's Court, Nandyal.

Gykoti Sobhayya of Govindapalle, at present at Markapur, in Markapur taluk—*Insolvent.*

Notice is hereby given under section 41 of the Provincial Insolvency Act that the abovenamed insolvent has applied for an absolute order of discharge and that his application is posted for hearing on the 25th day of October 1929. Any creditor wishing to oppose the same may do so on the said date.

No. 8 of 1929, District Munsif's Court, Nandyal.

Matha Musalappa of Mallappa Chinthakunta in Sirval taluk—*Insolvent (Debtor).*

Notice is hereby given that the abovenamed debtor has been adjudged as an insolvent on 26th July 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtor should apply for discharge within six months from the date of adjudication.

No. 7 of 1929, District Munsif's Court, Nandyal.

Thuvvapalle Pedda Kasim Sab of Thuvvapalle in Sirvel taluk—*Insolvent (Debtor).*

Notice is hereby given that the abovenamed debtor has been adjudged as an insolvent on 31st May 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtor should apply for discharge within six months from the date of adjudication.

No. 11 of 1929, District Munsif's Court, Nandyal.

Ancha Ramanna of Nandyal and Ancha Lakshmanna of Nandyal—*Insolvents (Debtors).*

Notice is hereby given that the abovenamed debtors have been adjudged as insolvents on 24th July 1929 and the creditors should prove their

claims before the Official Receiver, Kurnool, by presenting an affidavit in form No 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtors should apply for discharge within six months from the date of adjudication.

No. 12 of 1929, District Munsif's Court, Nandyal.

Gajula Dadubai of Nandyal, Nandyal taluk—*Insolvent (Debtor)*.

Notice is hereby given that the abovenamed debtor has been adjudged as an insolvent on 25th June 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtor should apply for discharge within six months from the date of adjudication.

No. 13 of 1929, District Munsif's Court, Nandyal.

Nambi Pedda Narasayya and Nambi Chinna Narasayya, both of Kolimigundla in Koilkuntla taluk—*Insolvents (Debtors)*.

Notice is hereby given that the abovenamed debtors have been adjudged as insolvents on 9th August 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in Form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtors should apply for discharge within six months from the date of adjudication.

No. 14 of 1929, District Munsif's Court, Nandyal.

Eddobhai's son Vesdie Sab of Eddobhaikottala, hamlet of Chinna Kambalur in Sirvel taluk—*Insolvent (Debtor)*.

Notice is hereby given that the abovenamed debtor has been adjudged as an insolvent on 17th September 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtor should apply for discharge within six months from the date of adjudication.

No. 15 of 1929, District Munsif's Court, Nandyal.

Lagisetty Ramayya of Chithrainpalle, hamlet of Alamur, at present at Yerragunta in Nandyal taluk—*Insolvent (Debtor)*.

Notice is hereby given that the abovenamed debtor has been adjudged as an insolvent on 8th August 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtor should apply for discharge within six months from the date of adjudication.

No. 19 of 1929, District Munsif's Court, Nandyal.

Bhumaraju Venkatramayya and Bhumaraju Venkatasubbayya, both of Gampasamudram in Sirvel taluk—*Insolvents (Debtors)*.

Notice is hereby given that the abovenamed debtors here been adjudged as insolvents on 9th August 1929 and the creditors should prove their claims before the Official Receiver, Kurnool, by presenting an affidavit in Form No. 3 of the Insolvency Rules either in person or by sending it by registered post as soon as possible. The debtors should apply for discharge within six months from the date of adjudication

No. 32 of 1929, District Munsif's Court, Nandyal.

Devarasetty Venkotapathy, son of Venkataswami of Nandyal, at present at Guntanala in Nandyal taluk—*Petitioner*

Gundu Seshayya and twenty-four others—*(Creditors) Respondents*.

Notice is hereby given that the abovenamed petitioner has applied for declaring him as an insolvent and that his application is posted for hearing to 9th November 1929. Any creditor wishing to oppose the same may appear before this Court on the said date.

V. N. RAMANATHA RAO,
District Munsif.

Nandyal, 20th September 1929.

No. 19 of 1928, District Munsif's Court, Ongole.

Nagasuri Subbarayudu, son of Kotayya, Vaisya, trader, Tangutur—*Insolvency Petitioner*.

Nagasuri Anjayya and twenty-nine others—*Creditors*.

Notice is hereby given that the abovenamed insolvency petitioner was granted an order of discharge by this Court on 19th September 1929 under section 41 of the Provincial Insolvency Act.

K. SATYANARAYANAMURTI,
District Munsif.

Ongole, 20th September 1929.

No. 6 of 1929 (I.A. No. 695 of 1929), District Munsif's Court, Proddatur.

Pendakanti Kambiah and Pendakanti Rangiah—*Petitioners*.

Kaluvala Pedda Subbiah, etc.—*Respondents*.

By an order of this Court, dated 13th September 1929, the petitioner is granted an absolute order of discharge.

S. NILAKANTA SASTRIYAR,
District Munsif.

Proddatur, 19th September 1929

No. 4 of 1929, District Munsif's Court, Ranipet.

Muhammad Ebrahim Sahib, son of Lal Batcha Sahib, residing at Kalavi, Wallaja taluk—*Petitioner*.

Hakim Muhammad Abdul Bakrith Sahib and eleven others—*Respondents*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioner has applied to this Court to be declared an insolvent and that the petition stands posted to 23rd October 1929. Any creditor wishing to oppose the same may do so either in person or by vakil on that date.

No. 5 of 1929, District Munsif's Court, Ranipet.

Rajamanikka Mudali, son of Chinnaswami Mudali, residing at Kavi, Wallaja taluk—*Petitioner*.

C. P. Venkataswami Chetti and two others—*Respondents*.

Notice is hereby given under section 19 (2) of Act V of 1920 that the abovenamed petitioner has applied to this Court to be declared as insolvent and that the petition stands posted to 23rd October 1929. Any creditor wishing to oppose the same may do so either in person or by vakil on that date.

R. V. RAGHAVA RAO,
District Munsif.

Ranipet, 23rd September 1929

No. 26 of 1929, District Munsif's Court, Salem.

Balambrahmania Chetti—*Petitioner (Debtor).*
Sobhan Ponsali and fourteen others—*Creditors.*

Notice is hereby given that the abovenamed petitioner has applied to this Court to adjudge him an insolvent and that his application is posted to 8th November 1929 for hearing objections, if any, by creditors.

T. VASUDEVA RAO,
Principal District Munsif.

Salem, 23rd September 1929.

No. 2 of 1929, District Munsif's Court, Shiyali.

Kuppuswami Nayakar and Iravatha Nayakar—*Petitioners (Debtors).*

Sivakadaksha Padayachi—*Respondent (Creditor).*

Notice is hereby given under section 19 (2) of Act V of 1920 that the petition put in by the abovenamed petitioners to declare them insolvents is posted to 14th October 1929 for hearing of objections.

K. PARTHASARATHI AYYANGAR,
District Munsif.

Shiyali, 25th September 1929.

No. 4 of 1929, District Munsif's Court, Tirutturaippundi.

Koppuswami Chettiyar, son of Govinda Chettiyar at Sittoroor, Tirutturaippundi taluk—*Petitioner.*
Natesa Pillai and sixteen others—*Respondents.*

Notice is hereby given that the abovenamed petitioner has applied to this Court to be adjudged an insolvent, and the application stands posted to 23rd October 1929. Intending creditors may oppose the application on that date.

V. S. SHANMUKHAM PILLAI,
District Munsif.

Tirutturaippundi, 20th September 1929.

No. 12 of 1927 (Original Miscellaneous Petition No. 5 of 1929), District Munsif's Court, Tiruvetipuram.

Madam Muniswami Mudali and others—*Petitioners.*
Babus and others—*Counter-petitioners.*

Notice is hereby given that an absolute order of discharge has been granted to the said petitioner as per order of this Court, dated 14th September 1929.

M. O. THIRUMALACHARIYAR,
District Munsif.

Tiruvetipuram, 25th September 1929.

No. 3 of 1929, District Munsif's Court, Tuticorin.

Vaikuntam Pillai—*Petitioner (Insolvent).*
Thanukodie Pillai and nine others—*Creditors (Respondents).*

Notice is hereby given that the aforesaid petitioner has applied in this Court in I.A. Nos. 1078 of 1929, dated 29th August 1929 and 20th September 1929, under section 41 of Act V of 1920 praying for an order of discharge and that his petition stands adjurned to 18th October 1929 for hearing the objections of the creditors, if any.

T. GOMATHINAYAGAM PILLAI,
District Munsif.

Tuticorin, 23rd September 1929.

No. 19 of 1929, District Munsif's Court, Vellore.

Muniswami Chetti, son of Vijayaranga Chetti, Gumasta at Vangappa Chetty street, Vellore—*Petitioner.*
P. T. Murgabanda Chettiyar and four others—*Creditors.*

Notice is hereby given that the petitioner aforesaid has applied to this Court under section 10 of the Provincial Insolvency Act V of 1920 to adjudicate him as an insolvent and that the petition is posted to 8th October 1929 for hearing the objections, if any, of the creditors.

No. 21 of 1929, District Munsif's Court, Vellore.

Sheik Dawood Sahib, son of Haja Muhamad Yasub Sahib, resly at Kaka Thaluka street, Vellore—*Petitioner.*
P. T. Abdul Sathar Sahib and thirteen others—*Creditors.*

Notice is hereby given that the petitioner aforesaid has applied to this Court under section 10 of the Provincial Insolvency Act V of 1920 to adjudicate him as an insolvent and that the said petition is posted to 9th October 1929 for hearing the objections, if any, of the creditors

S. V. PATHMANABHA AYYAR,
District Munsif.

Vellore, 24th September 1929.

No. 31 of 1927, Official Receiver's Court, Chingleput (No. 1 of 1927, District Court, Chingleput).

Atipirala Venkatasubbiah, son of Subramaniyya residing in Thathaiyar Kandigai, hamlet of Nemilur, Ponneri taluk—*Petitioner.*
Kalastri Chetti and others—*Creditors.*

Notice is hereby given that under section 64 of Act V of 1920 the creditors of the abovenamed insolvent who have not yet proved their debts should do so on or before 7th October 1929 failing which a dividend will be distributed without regard to their claims.

T. SIVAKOLUNDU MUDALIYAR,
Official Receiver.

Chingleput, 14th September 1929.

IN THE MATTER OF THE INDIAN COMPANIES ACT, 1913, AND THE KERALA WEAVING AND INDUSTRIAL COMPANY, LIMITED.

[*Notice pursuant to section 247 (5).*]

Whereas a notice, dated the 21st June 1929, was published on page 1008 of the *Fort St. George Gazette*, Part II, dated the 2nd July 1929, pursuant to section 247 (3) of the Indian Companies Act, 1913, to the effect that unless cause were shown to the contrary before the expiration of three months from the date of that notice the name of the said company would be struck off the register and the said company would be dissolved.

And whereas the said company has not shown such cause within the time allowed which expired on the 21st September 1929.

Therefore the name of the company has under section 247 (5) of the Act been struck off the register.

M. C. RAMAN,
Additional Assistant Registrar.

Calicut, 23rd September 1929.

FINANCIAL NOTIFICATION.

NOTIFICATION.

Portions of the following currency note of the Madras Circle are stated to have been destroyed, and payment of its value has been claimed by the person whose name is placed against the number. Any other person claiming a right to them is warned to communicate at once with the undersigned :—

Register number.	Number of note.	Value.	Name of claimant.
D 6 (1928-1930).	B/14-065172,	Rs. 100	Premnath, Tulsiram Khatod, owner of the Shop Gyanram Gangaram, Marwadi, Belgaur, Ahmednagar district.

T. K. PILLAI,
Currency Officer.

Currency Office, Madras,
6th September 1929.

MARINE NOTIFICATIONS.

NOTICE TO MARINERS.

No. 15 of 1929.

INDIA—WEST COAST—MALABAR COAST—CALICUT ROADS ANCHORAGE BUOY FOR SAILING VESSELS.

Position—
Lat. 11° 14' 24" N.
Long. 75° 46' E.
Depth 12 feet

Details.—A Red Conical Buoy will be laid in position on or about the 15th October 1929 showing the south-eastern limit of the anchorage for sailing vessels.

Charts affected.—84 Calicut and Ryepore Roads.

Authority.—Port Officer, Calicut.

E. H. MARSDEN, Captain, R.I.M.,
Presidency Port Officer.

Madras, 23rd September 1929.

REPORT OF VESSELS

ARRIVED AT, AND DEPARTED FROM, THE PORT OF MADRAS FROM THE 20TH TO THE 26TH SEPTEMBER 1929.

ARRIVALS.

Date.	Name of vessel.	Tons register.	National ability.	Master.	Where from.	Berth occupied
1929						
Sep. 20 ..	S.S. "Ethoria" ..	2,312	B	R. D. Kidd ..	Singapore ..	Oil berth
" 21 ..	S.S. "Nalgora" ..	4,101	B	E. G. Ringoose ..	Calcutta ..	South quay and East quay
" 21 ..	S.S. "Howra" ..	4,099	B	E. Coleberd ..	Bombay ..	West quay No. 1.
" 22 ..	S.S. "Grania" ..	5,083	B	M. Ivanovvich ..	Calcutta ..	No. 3 and South quay.
" 23 ..	S.S. "Anny le Rideau" ..	4,206	F	C. Fenny ..	Haiphong ..	West quay No. 1.
" 18 ..	S.S. "Singa" ..	1,912	BI	G. Pritchard ..	Rangoon ..	Petrol berth
" 19 ..	S.S. "Morvada" ..	4,104	B	H. J. Baker ..	Antwerp ..	West quay No. 1.
" 18 ..	S.S. "Clan Ranald" ..	3,446	B	R. K. Fraser ..	Calcutta ..	West quay No. 2
" 25 ..	M.V. "Nunerfels" ..	4,699	G	A. Strycker ..	Do. ..	West quay No 3
" 23 ..	S.S. "Ethiopia" ..	2,271	B	A. W. A. Kunjalo.	Rangoon ..	South quay and No. 3 and West quay No. 2.
" 22 ..	S.S. "Ekma" ..	2,109	B	M. G. Symons ..	Calcutta ..	West quay No. 4.
" 24 ..	S.S. "Trautenfels" ..	3,024	G	L. Carstens ..	Rangoon ..	No 2.
" 24 ..	H.M.S. "Enterprise" ..		Other particulars are not available			No. 6.
" 21 ..	S.S. "Schonfels" ..	5,219	G	M. Heckel ..	Bremen ..	West quay No. 3.
" 24 ..	S.S. "Egra" ..	2,343	B	J. Hannaford ..	Penang ..	South quay, Fuel oil birth and West quay No 2.
" 25 ..	S.S. "Jalapalaka" ..	2,830	BI	E. W. Courtenay ..	Karachi ..	Stern of No. 4.
" 25 ..	S.S. "City of Agra" ..	3,116	B	J. O. W. Cooper ..	New York ..	West quay No. 2.

DEPARTURES.

Date.	Name of vessel.	Tons register.	National ability.	Master.	Bound to	Berth occupied.
1929.						
Sep 20 ..	S.S. "Moorkuh" ..	4,886	D	J. H. Cotekamp ..	Hamburg ..	West quay No. 2.
" 20 ..	S.S. "Europa" ..	2,259	B	H. Tenten ..	Rangoon ..	No. 2 and South quay.
" 20 ..	S.S. "Cranfield" ..	3,218	E	J. M. Collins ..	Calcutta ..	No. 5, South quay and East quay.
" 20 ..	S.S. "Falconbank" ..	3,382	B	A. Niblock ..	Do. ..	West quay No. 4.
" 21 ..	S.S. "British Fern" ..	3,376	B	P. Quanst ..	Do. ..	Fuel oil berth.
" 21 ..	S.S. "Morkora" ..	4,101	B	W. Maxwell ..	London ..	West quay No. 2.
" 22 ..	S.S. "Howra" ..	4,096	B	E. Coleberd ..	Calcutta ..	West quay No. 1.
" 22 ..	S.S. "Anny le Rideau" ..	4,202	F	C. Fenny ..	Marseilles ..	Do
" 23 ..	M.V. "Neuenfels" ..	4,695	G	A. Strycker ..	Antwerp ..	West quay No. 3.
" 23 ..	S.S. "Ethnia" ..	2,358	B	R. D. Binks ..	Arcahaie (for orders).	Oil berth.
" 24 ..	S.S. "Clan Ranald" ..	3,446	B	R. K. Fraser ..	Dundee ..	West quay No. 2.
" 24 ..	S.S. "Morvada" ..	4,104	B	H. J. Baker ..	Calcutta ..	West quay No. 1.
" 26 ..	S.S. "Jalapalaka" ..	2,830	BI	E. W. Courtenay ..	Moulmein ..	Stern of No. 4.
" 26 ..	S.S. "Singa" ..	1,912	BI	G. Pritchard ..	Rangoon ..	Petrol berth.
" 26 ..	S.S. "City of Agra" ..	3,116	B	J. O. W. Cooper ..	Boston ..	West quay No. 2.

B = British. BI = British Indian. D = Dutch. G = German. F = French.

Harbour Office, Madras,
27th September 1929.

R. W. Y. BEATTY, Commander, R.I.M.,
Deputy Conservator of the Port.

REVENUE NOTIFICATIONS.

NOTIFICATIONS.

In exercise of the powers delegated under section 5 of the Madras Survey and Boundaries Act VIII of 1923, the Board of Revenue hereby directs the survey under the provisions of the said Act of the lands mentioned in the annexed schedule which have been included within the limits of the Dindigul Municipality according to the notification published at page 490 of Part I-A of the *Fort St. George Gazette*, dated 8th November 1927.

Madura district, Dindigul taluk,
Pallapatti village.

Survey number and subdivision number	Survey number and subdivision number.	Survey number and subdivision number	Survey number and subdivision number.	Survey number and subdivision number.	Survey number and subdivision number.
70-1	95-18	439-1	494-18	460-1	466
2	19	2	14	2	456-1
3	20	3	15	3	2
4	21	4	16	4	3
94	22	5	17	5	4
95-1	23	6	18	6	5
2	24	7	19	7	6
3	25	451	20	461-1	7
4	26	452	21	2	457-1
5	27	453	492	3	2
6	28	454-1	493	4	3
7	96-1	2	497	5	4
8	2	3	498	6	468
9	97-1	5	499-1	7	469
10	2	6	2	462-1	460
11	3	6	3	2	461
12	4	7	500	463-1	462-1
13	98	8	501	2	2
14	99	9	502	3	3
15	100-1	10	503	4	4
16	2	11	504	5	463
17	3	12	505	464	

K. RAMAN NAYAR,
Assistant Secretary.

Board (Land Revenue and Settlement),
Madras, 20th September 1929.

In virtue of the powers delegated to him in Government Notification No. 485, dated 13th July 1926, and in exercise of all other powers enabling him in this behalf, the Commissioner of Excise hereby directs that the following amendments shall be made in the rules governing the transactions in galenical preparations (extract and tincture) of the Indian hemp published in Commissioner's notification No. 10, dated 3rd September 1928, on pages 1331–1333 of the *Fort St. George Gazette*, dated 11th September 1928, Part II :—

Insert the following as rule 9 (4), the existing rule 9 being re-numbered as rule 9 (a) :—

"The transmission of the galenical preparations (extract and tincture) of the Indian hemp by ordinary post is prohibited. The transmission of the above drugs by inland post will be permitted subject to the following conditions :—

(1) Only the parcel post shall be used.

(2) The parcels shall be insured.

(3) The parcels shall be covered by permits which shall in cases of transmission to a district within the presidency be issued by the Collector of the district and in other cases by the proper authorities in the province to which the parcel is addressed.

(4) The parcels shall be accompanied by a declaration stating the names of the consignee and consignor, the contents of the parcels in detail, the number and date of the permit covering the transmission and the number of the licence held by the consignee.

(5) The consignee shall show distinctly in his account books the name of the consignor and the quantity of drugs sent to him from time to time by post."

In virtue of the powers delegated to him in Government Notifications Nos. 485, dated 13th July 1926 and 135, dated 20th March 1919, and in exercise of all other powers enabling him in this behalf, the Commissioner of Excise hereby directs that the following amendments shall be made in the Hemp Drugs Rules published in Board's notification No. 1, dated 8th January 1921, on pages 70–80 of the *Fort St. George Gazette*, dated 11th January 1921, Part II :—

Insert the following as clause (5) under rule XXVI :—

"The transmission of hemp drugs by ordinary post is prohibited. The transmission of the above drugs by inland post will be permitted subject to the following restrictions :—

(1) Only the parcel post shall be used.

(2) The parcels shall be insured.

(3) The parcels shall be covered by permits issued by the proper authorities concerned.

(4) The parcels shall be accompanied by a declaration stating the names of the consignee and consignor, the contents of the parcel in detail, the number and date of the permit covering the transmission and the number of the licence held by the consignee.

(5) The consignee shall show distinctly in his account books the name of the consignor and the quantity of drugs sent to him from time to time by post."

W. A. BRITO,
Secretary to the Commissioner of Excise.

Madras, 6th September 1929.

PUBLIC WORKS NOTIFICATIONS.

UNCLAIMED SUMS.

HARBOUR ENGINEER'S DEPARTMENT (MARINE).

Notice is hereby given that the wages noted below due to labourers are outstanding for more than three months in the accounts of this division and that they will be credited to Government if not claimed within one month from the date of this notification.

Serial No. as per N. M. R.	Name.	Father's name.	Amount. Rs. a. p.
	Item 1. *Dredging by "Lord Willingdon", etc.*		
	Month and period to which the arrears relate—N.M. Roll for 17th to 23rd March 1929.		
13	Karamben ..	Kuttappan ..	3 11 0
	Month and period to which the arrears relate—N.M. Roll for 24th to 30th March 1929.		
74	Finley ..	Michael ..	3 11 0
1	Pathorose ..	Joseph ..	1 14 0
		Total ..	9 6 0
	Item 2 (a). *Dredging by "Lord Willingdon", etc.*		
	Month and period to which the arrears relate—N.M. Roll for 31st March 1929 to 6th April 1929.		
1	Joseph ..	Cobia ..	6 13 0
9	Narayanan ..	Krishnan ..	3 1 0
1	Peter ..	Joseph ..	3 1 0
	Month and period to which the arrears relate—N.M. Roll for 14th to 20th April 1929.		
1	T. ..	Gunther ..	1 0 0
	Month and period to which the arrears relate—N.M. Roll for 21st to 27th April 1929.		
4	Thomas ..	Lopez ..	1 0 0

Serial No. as per N.M.R.	Name	Father's name.	Amount. Rs. A. P.
	Month and period to which the arrears relate—N.M. Roll for 13th to 18th May 1929		
16	R.	Alex.	0 8 0
17	I.	Alex.	0 8 0
	Month and period to which the arrears relate—N.M. Roll for 2nd to 8th June 1929.		
122	Louis	Vasco	0 2 9
	Month and period to which the arrears relate—N.M. Roll for 1st to 6th April 1929.		
8	George	Sebastian ..	2 4 0
	Month and period to which the arrears relate—N.M. Roll for 8th to 13th April 1929.		
6	George	Sebastian ..	0 0 0
	Month and period to which the arrears relate—N.M. Roll for 15th to 20th April 1929.		
7	Vared	Vared	0 5 0
	Month and period to which the arrears relate—N.M. Roll for 5th to 11th May 1929.		
20	Vared	Michael	0 1 3
		Total ..	0 12 0

Amount reports to Assistant Executive Engineer's quarters, Cochin.

Month and period to which the arrears relate—N.M. Roll for 12th to 14th June 1929.

1	Velan	Raman	2 10 0
		Total ..	2 10 0

V. SRINIVASAN,
Officer in charge.

Executive Engineer's Office,
Cochin Harbour Division,
Cochin, 19th September 1929.

NOTIFICATION.

As approved in G.O. Ms. No. 2668 W., dated 14th July 1929, the headquarters of the Vanata subdivision of the Godavari Headworks Division was shifted from 6th September 1929 forenoon from Ramole to Siddhantam of Tenuku taluk in West Godavari district. All further correspondence may please be addressed to this office.

C. BALAKRISHNA MANIADIAR,
Subdivisional Officer, Vanata Subdivision.

Vanata, 25th September 1929.

MILITARY NOTIFICATION.

REPORT OF DESERTION.

Report of a deserter or absentee without leave from the 2nd Battalion, the Royal Warwickshire Regiment of Infantry, dated at Bombay, this 17th day of September 1929.

Number, rank and name, 5180487, Private, Herbert Reynolds; age, 29 years and 11 days; height, 5 feet 8 inches; colour of complexion, sallow; hair, light brown; eyes, blue; trade, miner; date of enlistment, 9th June 1922; place of enlistment, Nuneaton, Warwickshire; parish and county in which born, Arley, Nuneaton, Warwickshire; date of desertion or absence, 5 a.m., 9th September 1929, from Deolali on pass; place of desertion or absence, Deolali; marks, tattoo both forearms, appendix scar; on pass; under eight years' service.

[Illegible],
Capt., 2nd Batln., The Royal Warwickshire Regiment.

OFFICIAL ADVERTISEMENTS.

TENDER FOR THE RIGHT TO REMOVE SEA SAND.

SEALED tenders under lump sum contract system will be received by the Executive Engineer, South Presidency Division, up till 2 p.m. on 15th October 1929, for the right to remove sea sand from that area of the Madras sea shore specified in the annexed schedule which will be indicated by suitable marks on rail posts or otherwise not below level plus 23·00 M.S.L. for a period of one year, said period to commence from 1st November 1929.

2. Each tender should be accompanied with a deposit of Rs. 500 in cash or currency notes of the Madras Circle.

3. The conditions of the contract and other particulars can be ascertained from the office of the Executive Engineer, South Presidency division, Chepauk, on any working day between the hours of 11 a.m. and 5 p.m.

4. The right of rejecting any or all of the tenders without assigning any reasons for so doing, is reserved with the Executive Engineer.

5. The deposits of unsuccessful tenderers will be returned by cheques.

6. The deposit will be retained as security for the due fulfilment of the contract in the case of successful tenderer, and will not carry any interest.

7. If the accepted tenderer fails to execute the contract documents in the usual forms within one week from the date of acceptance of the tender, the said deposit will be forfeited to Government.

SCHEDULE.

I. That portion of the sea foreshore known as the Bar of the river Cooum, between the river margin and the sea and measuring roughly 650′ × 125′ near or thereabouts.

II. A strip of the foreshore immediately to the north of I extending from the Cooum Bar area towards the north measuring about 600 feet in length and 120 feet width, from the sea margin or thereabouts at high tide subject to the limit that no sand remains to be made within a distance of 75 feet from the existing platform as indicated in the sketch map, which will be available for inspection of intending tenderers during office hours.

R. RAJAGOPALA ACHARYA,
Offg. Executive Engineer, South Presidency Division.

Madras, 20th September 1929.

TENDER FOR WATER DISTRIBUTION SCHEME IN THE DISTRICT JAIL, PALAMCOTTAH, TINNEVELLY DISTRICT.

TENDERS for lump sum or schedule contract for the work noted above will be received in the office of the Executive Engineer, Public Works Department, Palamcottah, up to 3 p.m. on 25th October 1929. Persons who desire to tender for the work can obtain information about further conditions of the agreement and look into the plans and specifications in the office of the Executive Engineer, Public Works Department, Palamcottah, on any working day between 12 noon and 4 p.m.

TENDER FOR CONSTRUCTING HUTS FOR ONE HEAD CONSTABLE AND FOUR CONSTABLES AT AMATHUR, SATTUR TALUK, RAMNAD DISTRICT.

TENDERS for lump sum or schedule contract for the work noted above will be received in the office of the Executive Engineer, Public Works Department, Palamcottah, up to 3 p.m. on 25th October 1929. Persons who desire to tender for the work can obtain information about further conditions of

the agreement and look into the plans and specifications in the office of the Executive Engineer, Public Works Department, Palamcottah, on any working day between 12 noon and 4 p.m.

K. V. SANKARA AYYAR,
Executive Engineer.

Palamcottah, 20th September 1929.

TENDER FOR CONSTRUCTING A SETTLING TANK FOR THE COIMBATORE WATER-SUPPLY SCHEME.

SEALED tenders will be received by the undersigned at his office up to 12 noon on 23rd October 1929, for constructing a settling tank for the Coimbatore Water-supply Scheme.

2. Tenders should be addressed to the Executive Engineer, Coimbatore Water-works Division, and should be superscribed "Tender for constructing a settling tank for the Coimbatore Water-supply Scheme."

3. Each tender should be accompanied by an earnest money of Rs. 100 in cash or currency notes of the Madras circle which will be returned to the tenderers whose tenders are not accepted.

4. The Executive Engineer, Coimbatore Water-works Division, will reserve to himself the right of rejecting all or any of the tenders without assigning any reasons for so doing.

5. As soon as the acceptance of the tender is notified, the successful tenderer will be required to deposit a further sum of Rs. 300 which, with the earnest money received, will be held as security for the due fulfilment of the contract.

6. The successful tenderer will also be required to sign an agreement in the proper departmental form (K-1 Form) for the due fulfilment of the contract.

7. Failure to comply with conditions 5 and 6 above will entail forfeiture of the earnest money.

8. The contract must not be sublet.

9. Other conditions of contract and the contract documents can be seen at any time between 11 a.m. and 5 p.m. on working days in the Coimbatore Water-works Division office, from which blank forms of tender can also be obtained.

SCHEDULE.

Quantity.	Description of work.	Per
1,50,000 c.ft.	Earthwork excavation and depositing on bank in generally soil with 2 yards lift and 20 yards lead.	1,000 c.ft.
	Earthwork excavation and depositing on bank in hard kankar mixed with generally soil with 2 yards lift and 20 yards lead.	1,000 ,,
	Every additional 10 yards lead	1,000 ,,
	Every additional 1 yard lift	1,000 ,,
45,000 s.ft.	Concrete broken granite stone 1½" ring in earth mortar (1 earth 1½ lime and 2 sand) (1 mortar 2½ metal).	100 ,,
18,000 ,,	Coursed rubble in surki mortar (1 surki 2½ lime 2 sand)	100 ,,
5,100 ,,	Ashlar in surki mortar (1 surki 1½ lime 2 sand)	100 ,,
63,200 sq.ft.	Plastering with cement ½" thick (proportion of cement to sand 1 : 2).	100 sq ft.
12 c ft	Cofferdam work one lime dressed including hoisting and setting in position.	1 c.ft.
	Laying and jointing C.I. pipes.	
160 r.ft.	Laying C.I pipes with spigot and socket ends	R.ft.
10 No.	Jointing with lead 12" C.I. pipes S. & S.	Joint.
110 r.ft.	Laying 18" C.I. pipes S. & S. ...	R.ft
14 No.	Jointing with lead 18" C.I. pipes S. & S.	Joint.

Quantity.	Description of work.	Per
12 No.	Jointing with lead 18" flanged pipes (rate to include rubber washers linseed oil and red lead required for jointing)	Joint.
10 ,,	Jointing with lead 12" flanged pipes (rate to include rubber washers linseed oil and red lead required for jointing).	Do.
4 ,,	Jointing with lead 6" flanged pipes (rate to include rubber washers linseed oil and red lead required for jointing).	Do.
4 ,,	Jointing with lead 8" flanged pipes (rate to include rubber washers linseed oil and red lead required for jointing).	Do.
40 r.ft.	Laying 6" diameter, C.I. pipes flanged.	R.ft.
1 No.	Fixing 18" sluice valve double flanged with tail pieces (rate to include cost of one lead joint for fixing sluice valve in the preceding pipe and also necessary chamber and fixing surface boxes).	Each.
1 ,,	Fixing 12" sluice valve double flanged with tail pieces (rate to include cost of one lead joint for fixing sluice valve to the preceding pipe and also necessary chamber and fixing surface boxes)	Do.
2 ,,	Fixing sluice valves 18" diameter, double flanged without tail pieces (rate to include cost of one flanged joint for fixing sluice valve to the preceding pipe).	Do.
2 ,,	Fixing sluice valves 12" diameter, double flanged without tail pieces (rate to include cost of one flanged joint for fixing sluice valve to the preceding pipe)	Do.
2 ,,	Fixing sluice valves 6" diameter, double flanged without tail pieces (rate to include cost of one flanged joint for fixing sluice valve to the preceding pipe).	Do.
2 ,,	Fixing puddle collars 18" diameter (rate to include 1 lead joint required for fixing them to pipes of the same diameter).	Do.
2 ,,	Fixing puddle collars 12" diameter (rate to include 1 lead joint required for fixing them to pipes of the same diameter).	Do.
2 ,,	Fixing puddle collars 6" diameter (rate to include 1 lead joint required for fixing them to pipes of the same diameter).	Do.

NOTE.—The rates should be quoted in words as well as in figures.

E. E. MARIFITTE,
Executive Engineer, Coimbatore Water-works Division.

Coimbatore, 25th September 1929.

TENDER FOR CONSTRUCTION OF A COURT-HOUSE FOR DISTRICT MUNSIF AT MELUR, MADURA DISTRICT.

SEALED tenders will be received by the undersigned at his office up to 12 noon on 25th October 1929 for the construction of a Court-house for a District Munsif at Melur, Madura district.

2. Tenders should be addressed to the Executive Engineer, Madura Division, and should be superscribed "Tender for Munsif Court at Melur".

3. Each tender should be accompanied by an earnest money of Rs. 500 in cash or currency notes which will be returned to the tenderers whose tenders are not accepted, without interest, at the place of deposit only by means of cheque drawn on Imperial Bank of India. The party should make his own arrangement to encash it. The earnest money of the successful tenderer will not carry any interest.

4. The Executive Engineer, Madura Division, will reserve to himself the right of rejecting all or any of the tenders without assigning any reasons for so doing. Tenders not in order or not prepared according to instructions are liable to be summarily rejected. Corrections should be avoided as far as possible and where they are unavoidable they should be dated and initialed.

5. The tenderer shall forfeit his earnest money if he withdraws from his tender before the decision of the accepting authority is published.

6. As soon as the acceptance of the tender is notified, the successful tenderer will be required to deposit a further sum of Rs. 1,000 which with the earnest money received and the percentage deduction on bills paid to the contractor will be held as security for the due fulfilment of the contract.

7. The successful tenderer will also be required to sign an agreement in the departmental schedule contract form for the due fulfilment of the contract. If he should fail to furnish the deposit and execute the contract he will forfeit the earnest money.

8. Failure to commence the work in time will also entail the forfeiture of the earnest money.

9. The contract must not be sublet.

10. Other conditions of contract and the contract documents can be seen at any time between 11 a.m. and 4 p.m. in the Madura division Executive Engineer's office (except on holidays and Sundays) from which blank forms of tender can also be obtained. The contractor should satisfy himself as to the correctness of the schedule. Copies of drawing and specification will be supplied to the intending tenderers.

11. When once the rates tendered are accepted they will not be revised under any circumstances.

12. Specific rates should be given for each item in the schedule and the rates should be in rupees, annas and in sums of 3 pies and expressed both in words and figures in the tender. Schedule of quantities must be complete, i.e., the quantities must be multiplied by the rates quoted and the amount entered. All the items must also be totalled and the grand total entered by the tenderers. Tenders offering a percentage reduction will be rejected. The rate should include all charges for scaffolding, barricading, lighting, carrying materials, water charges, cost of mistry, shoring the foundation trenches, baling, hire for any tools and plant, sheds for materials, temporary latrines for work people, marking out and clearing site and watering masonry till it is set and soignionage. It must be understood that the rates quoted are for finished work.

13. The work specified should be executed as per specification that will be shown to the intending tenderers in the office.

14. Claims for delays caused by the officers of the department retarding or interfering with the progress of the work will not be considered. The contractor should bear this fact in mind.

15. The tenderer should state specifically that he will complete the work within two years from the date of commencement.

16. If at any time subsequent to the execution of this contract, Government materials other than those specified in the contract agreement are supplied to the contractor for use on the work they will be charged at the market rate prevailing at the time of supply or the stock issue rate whichever is greater. No cartage or incidental charges will be borne by Government in connexion with the supply.

17. The names of quarries for materials given in the schedule should be quoted in the tender. The department will not undertake to pay any extra charges for lead in case the contractor is found later on to have underestimated the same.

18. The Executive Engineer will furnish any further information to tenderers on enquiry being made.

19. Wherever cement, paint, R. S. hooks, and caddapah slabs appear, rates should be quoted exclusive of the cost of the same as these will be supplied departmentally.

In respect of iron safe, fixing charges only should be quoted.

SCHEDULE.

Constructing a court-house for the District Munsif at Melur, Madura district, based on Type-Design C. A. Nos. 243 and 132 of 1913—1 unit

Quantity	Description of work.	Rate per
18·5 cubic ..	Excavating founds in red earth and gravelly soil	1,000 c.ft.
1,296 c.ft. ..	Filling in basement with earth ..	1,000 "
38·10 cubic..	Concrete broken stone 1½" gauge in lime mortar 1 : 2 : 4 ..	100 "
102·6 " ..	Coursed rubble second sort in lime mortar 1 : 2 in founds and basement	100 "
29·75 " ..	Coursed rubble second sort in lime mortar 1 : 2 in superstructure	100 "
134·6 " ..	Burnt brick 13" × 4½" × 2" G.M. in lime mortar 1 : 2 in superstructure	100 "
674 r.ft. ..	G.M. burnt brick parapet including pointing with lime mortar 1 : 1	R. ft.
300 " ..	G.M. brick cornice work under chajja including pointing with lime mortar 1 : 1 complete ..	"
750 c.ft. ..	Archwork burnt brick G.M. in lime mortar 1 : 2 (segmental arch)	100 c.ft.
205 r.ft. ..	Cut granite stone 2 lines dressed fixed in lime mortar 1 : 2 ..	C. ft.
570 r.ft. ..	Caddapah slab cornice or chajja with moulding 9 ring (excluding cost of caddapah slabs) ..	R. ft.
4 tons ..	Hoisting and setting girders ..	Ton.
36 r.ft. ..	Wrought iron work for veranda railing including fixing with a gate and painting	R. ft.
462·7 c.ft. ..	Teakwood wrought and put up..	C. ft.
36 sq ft. ..	Teakwood shelves 1' 6" wide 2" thick supported on 6 teakwood brackets 2" × 4" ..	Sq. ft.
20 r ft. ..	Turned teak railing including painting and fixing as per plan complete	R. ft.
500 sq. ft. ..	Teakwood panelled doors with fronts, fittings, iron clamps, butt hinges, bolts, hooks, wheel pieces complete	Sq. ft.
80 " ..	Teakwood panelled door with glazed head including frames and iron fittings as above complete	"
14 " ..	Teakwood panelled door as per C.A. No. 132/13 including frames and fittings complete..	"
56 " ..	Teakwood panelled windows with louvres and fastenings as above complete	"
264 " ..	Teakwood windows venetianed and iron barred with inner glazed shutters including frames and fastenings, parliamentary hinges for venetian shutter and butt hinges for glazed shutters complete ..	"
26 " ..	Teakwood windows venetianed and iron barred with counter, including frames and fastenings complete	"
180 " ..	Teakwood windows venetianed and iron barred fanlight shutters outside and glazed shutters inside with frames and fastenings complete	"
220 " ..	Teakwood windows half venetianed and half glazed above with expanded metal ¼" think, 1½" mesh including frames and iron fittings complete	"

Quantity	Description of work.	Rate per
128 sq.ft. ..	Glazed swing ventilators moving on side pivots with frames and fastenings complete	Sq. ft.
192 „ ..	Teakwood ventilators with fixed glazed shutters and perforated zinc sheets between them including frames complete	„
8 „ ..	Teakwood ventilators with fixed glazed shutters perforated zinc sheets and iron bars including frames complete	„
63 „ ..	Wooden (teakwood) screen shutters including frames and fittings complete ..	„
48 „ ..	Teakwood windows ventilated and iron barred with frames and fittings complete ..	„
3,465 „ ..	Best terrace roofing with burnt brick 9" × 3" × 1" laid on edge in lime mortar 1 : 1½ : 3 well beaten brick jelly 1 : 2 concrete 3 courses of flat tiles 8" × 8" × ½" set in lime mortar 1 : 2, two inches thick and 4 coats lime mortar on top and two coats lime plaster to ceiling ..	100 „
547 „ ..	Mangalore tiled canopies with necessary teakwood brackets including painting complete including fixing ..	1 sq.t.t.
6,750 „ ..	Levelling course 6" thick in lime mortar 1 : 2	100 „
6,413 „ ..	Flooring with cuddapah slabs 1½" thick and pointing with cement 1 : 3 to full depth of slab	100 „
421 „ ..	Paving with cuddapah slabs over 4" lime mortar 1 : 2 and pointing with cement 1 : 3 ..	100 „
1,600 sq. ft.	Pointing stone masonry with lime mortar 1 : 3	100 „
2,350 „	Plastering stone masonry with lime mortar 2 coats ½" thick 1 : 2 for first coat and 1 : 1½ for second coat and white-washed 2 coats	100 „
202 25 units.	Plastering brick masonry with lime mortar 2 coats ½" thick 1 : 2 for first coat and 1 : 1½ for second coat and white-washing 2 coats	100 „
6,267 sq. ft.	Painting 3 coats including coat of paint	100 „
1,250 „	Painting 2 coats for iron works excluding cost of paint	100 „
5,250 „	Wood-oiling 2 coats excluding cost of wood-oil	100 „
One ..	Written box as per G.A. 253/12 including fixing in position	Each.
One „	Fixing iron safe 30" × 18" × 35" in head clerk's room ..	„

N.B.—In respect of items where cement, R.S. beams, Cuddapah slabs and panel tyepoir, rates exclusive of materials may be quoted

Iron safe—Fixing charges only should be quoted.

Constructing a Ryots' shed based on Type Design shown on C.A. No. 194/1908

1,026 c.ft. ..	Earthwork excavating founds in red earth and gravelly soil	1,000 c.ft.
800 „ ..	Filling in basement with earth	1,000 „
510 „ ..	Concrete broken stone 1½" gauge in lime mortar 1 : 2 : 4	100 c.ft.
850 „ ..	Burnt bricks 8½" × 4½" × 2" G.M. in lime mortar founds and basements	100 „
850 „ ..	Do. superstructure	100 „
140 sq. ft. ..	Honey comb tiled work ..	Sq. ft.
6,154 c.ft. ..	Pillaimarudu wood wrought and put up	C.ft.
972 sq. ft ..	Roofing with Mangalore pattern Quilon tiles first class imbedded in lime mortar 1 : 3 and 1" thick over flat 8" × 8" × ½" tiles including teak rafters 2" × 1" including ridge tiles complete ..	100 sq. ft.

Quantity.	Description of work.	Rate per
629 sq. ft. ..	Flooring with Col. Ellis type of flooring with lime cement concrete 1 : 2 : 4 jelly ½" cube over lime concrete 4" thick 1 : 2 : 4 and smoothened	100 sq. ft.
1,188 „ ..	Plastering with lime mortar ½" thick 1 : 2 two coat and whitewashed 2 coats ..	100 „
778 „ ..	Forming 2 coats (exclusive of cost of paint)	100 „
..	Providing iron tie rods.	

Forming roads and constructing a masonry culvert across the irrigation channel in front of gate.

(Culvert).

..	Earthwork in red earth and gravelly soil excavating founds	1,000 c.ft.
275 c.ft. ..	Concrete broken stone 1½" gauge in lime mortar 1 : 4	100 c.ft.
850 „ ..	Burnt brickwork 8½" × 4½" + 2" G.M. in lime mortar 1 : 3	100 „
324 sq. ft. ..	Plastering with cement mortar ½" thick 1 : 3	100 sq. ft.
641 c.ft. ..	Cutstone work 2 line dressed set in lime mortar 1 : 3.	C.ft.
9 „ ..	Cutstone work dressed smooth.	„
..	Gravelling 3" thick road way including watering and consolidation	100 sq. ft.

Constructing a latrine of six seats based on Sanc. 2/1917.

138 c.ft. ..	Earthwork excavation in red earth and gravelly soil ..	1,000 c.ft.
18 „ ..	Concrete broken stone in lime mortar 1 : 2	100 c.ft.
102 „ ..	Burnt brick 8½" × 4½" × 3" work in lime mortar 1 : 2 founds and basement ..	100 „
285 „ ..	Do. in superstructure	100 „
1,084 sq. ft.	Plastering with cement mortar ½" thick 1 : 3	..
103 „	Flooring with 1½" cuddapah slabs and pointed with cement 1 : 3 to the full depth of the slab on lime mortar 1 : 4 exclusive of cost of slab	100 sq. ft.
12 Nos. ..	Cuddapah slab foot rest including setting in mortar exclusive of cost of slabs ..	Each.
89 c.ft. ..	Sand filling	100 c.ft.
8 „	Cutstone work 2 line dressed..	C. ft.

Constructing a tiffin shed of four rooms based on design on plan M. No. 50 C/1929.

1,200 c.ft. ..	Earthwork excavating foundations in red earth and gravelly soil	1,000 c.ft.
900 „ ..	Filling in basement ..	1,000 „
800 „ ..	Concrete broken stone 1½" gauge in lime mortar 1 : 3.	100 c.ft.
878 „ ..	Burnt brick 8½" × 4½" × 2" in lime mortar founds and basements	100 „
1,350 „ ..	Do. superstructure ..	100 „
25 5 „ ..	Pillaimarudu wood wrought and put up	C.ft.
72 sq. ft. ..	Pillaimarudu wood batten doors with frames, iron bars, etc., complete	Sq. ft.
48 „ ..	Pillaimarudu wood batten windows with frames and iron bars, etc., complete ..	„
764 „ ..	Roofing with Mangalore pattern Quilon tiles first class imbedded in lime mortar 1 : 2 and 1" thick over flat tiles 8" ×8" × ½" including teak rafters 2" × 1" and ridging complete ..	100 sq ft.
320 „ ..	Flooring with Col. Ellis type of flooring with 1" lime cement concrete 1 : 3 : 6 jelly ½" gauge over 4" lime concrete 1 : 2 : 4 and smoothened with cement mortar ½" thick	100 „

Quantity.	Description of work.	Rate per
2,500 sq ft.	Plastering with lime mortar 1 : 3 one coat ½" thick and white washed 3 coats	100 sq. ft. ..
100 ,, ,,	Painting roof timbers 2 coats excluding cost of paint ..	100 ,,

T. I. S. MACKAY,
Executive Engineer, Madura Division.

Madura, 19th September 1929.

GOVERNMENT PUBLICATIONS FOR SALE

AT THE GOVERNMENT BRANCH PRESS, 186, MOUNT ROAD, MADRAS, S.C., AND BY AGENTS.

[*A Catalogue of all Madras Government Publications available for sale may be obtained gratis from the Government Press, Mint Buildings, or at Mount Road Branch, Madras.*]

[*The amounts within parentheses are for packing and postage.*]

MADRAS ACT VIII OF 1929—Nilapuram and Pedagonnur Impartible Estates Act of 1929. Anna 1 (6 *p.*).

MADRAS ACT IX OF 1929—Elamaru and Penjendra Impartible Estates Act of 1929. Anna 1 (6 *p.*).

MADRAS ACT X OF 1929—Madras Medical Registration (Amendment), 1929. 8vo. English—Anna 1 (6 *p.*).

AGRICULTURAL BULLETIN No. 98—Pepper Cultivation on the West Coast. As. 2 (6 *p.*).

MUSEUM BULLETIN—The Flowering Plants of Madras City and its immediate neighbourhood. Rs. 8 (*Rs.* 1-1-0).

FOURTH LIST OF CORRECTIONS TO MADRAS FAMINE CODE, 1927. Price 3 (6 *p.*).

BOARD'S STANDING ORDERS. Correction slip No. 354 to Vol. I. Price 3 (4 *p.*). Correction Slip No 216 to Vol. II. Price 6 (6 *p.*).

MUHAMMADAN COLLEGE CALENDAR, MADRAS, 1929–30. As. 12 (1 a.).

THIRTEENTH, FOURTEENTH AND FIFTEENTH LIST OF CORRECTIONS TO THE MADRAS FOREST DEPARTMENT AND ACCOUNT CODE. Price 3 (6 *p.*) each.

SIXTH LIST OF CORRECTIONS TO THE MADRAS FOREST DEPARTMENT AND ACCOUNT CODE, VOL. II. Price 3 (6 *p.*).

MADRAS, CIVIL MEDICAL CODE, FOURTH EDITION, VOL. I, 1929. Rs. 2-12-0 (10 *as.* 6 *p.*).

FIFTH LIST OF CORRECTIONS TO THE MADRAS PUBLIC WORKS DEPARTMENT CODE. As. 4 (6 *p.*).

RULES UNDER CINEMATOGRAPH ACT, 1918—Sheet. As. 4 (1 a).

LIST OF GAZETTED OFFICERS IN THE MADRAS PRESIDENCY corrected up to 1st September 1929. As. 12 (1 a. 6 *p.*).

A & C TO ANNUAL SUPPLEMENT TO THE MADRAS QUARTERLY CIVIL LIST, 1929. As. 2 (6 *p.*).

QUARTERLY CIVIL MEDICAL LIST corrected up to 30th June 1929. Re. 1-8-0 (5 *as.*).

CLASSIFIED LIST AND DISTRIBUTION RETURN OF ESTABLISHMENT OF PUBLIC WORKS DEPARTMENT corrected up to 30th June 1929. As. 14 (1 a. 6 *p.*).

GENERAL LIST OF RANGERS IN THE FOREST DEPARTMENT IN THE MADRAS PRESIDENCY corrected up to 1st May 1929. As. 5 (6 *p.*).

FIRST LIST OF CORRECTIONS TO THE EXCISE MANUAL, VOL. I. As. 3 (1 a.).

ABSTRACT OF THE INDIAN MINES ACT—Tamil, Telugu, Kanarese and Malayalam. As. 2 (3 *p.*) each.

ELEVENTH AND TWELFTH LISTS OF CORRECTIONS TO THE MADRAS FOREST DEPARTMENT AND ACCOUNT CODE, VOL. I. Price 3 (6 *p.*) each.

MADRAS LEGISLATIVE COUNCIL PROCEEDINGS—VOL. XLIX, No. 1, Tuesday, 6th August 1929; No. 2, Wednesday, 7th August 1929; No. 3, Thursday, 8th August 1929. As. 2 (2 *as.* 6 *p.*) each; No. 4, Friday, 9th August 1929. As. 2 (1 a. 6 *p.*); No. 5, Saturday, 10th August, 1929. As. 2 (2 *as.* 6 *p.*); No. 6, Monday, 12th August 1929; No. 7, Tuesday, 13th August 1929. As. 2 (1 a. 6 *p.*) each; No. 8, Wednesday, 10th August 1929. As. 2 (1 a.).

MADRAS MANUAL OF SPECIAL PAY AND ALLOWANCES—Correction Slip.

REPORT ON THE ADMINISTRATION OF POLICE OF THE MADRAS PRESIDENCY, 1928. Re. 1 (3 *as.* 6 *p.*).

DIARY AND CONSULTATION BOOK OF 1710, Rs. 10 (3 *as.* 6 *p.*).

RECORDS OF FORT ST GEORGE. Despatches to England, 1727–1733. Re. 0 (2 *as.* 6 *p.*).

LIST OF CORRECTIONS TO THE BOOK OF FUNDAMENTAL RULES AND SUBSIDIARY RULES. No 17. Price 3 (6 *p.*).

REPORT ON VACCINATION IN THE MADRAS PRESIDENCY FOR THE TRIENNIUM ENDING 1928–29. As. 12 (1 a. 6 *p.*).

ERRATA TO THE ALPHABETICAL LIST OF VILLAGES IN THE MADRAS PRESIDENCY AND TO THE LIST OF VILLAGES IN SALEM DISTRICT. Price 6 (6 *p.*).

ERRATA TO THE ALPHABETICAL LIST OF VILLAGES IN THE MADRAS PRESIDENCY AND TO THE LIST OF VILLAGES IN ANANTAPUR DISTRICT. Price 9 (6 *p.*).

GOVERNMENT OF INDIA NEW PUBLICATIONS FOR SALE.

REPORT OF THE AGE OF CONSENT COMMITTEE—1928–29. Re. 1-2-0 (3 *as.* 6 *p.*).

REPORT ON THE WORKING OF THE INDIAN EMIGRATION ACT, 1922, FOR THE YEAR 1928. As. 3 (1 a.).

REPORT ON THE WORKING OF THE INDIAN COMPANIES ACT FOR THE YEAR 1928–29. Re. 1-2-0 (3 *as.* 6 *p.*).

VACANCIES.

PUBLIC SERVICE COMMISSION (INDIA).

APPLICATIONS are invited for a post of Assistant Engineer (Inspection) in the Indian Stores Department on Rs. 500—5—750 a month.

Applicants must be statutory natives of India between the age limits of 24 and 35 years. They must possess a good degree in Engineering, be qualified for A.M.I.C.E or A.M.I.M.E, and have specialised in the construction of steel rolling stock.

Further particulars and application forms may be obtained by persons applying for them to the Secretary, Public Service Commission, Simla, on or before the 12th October 1929.

J. H WISE,
Secretary, Public Service Commission.

Simla, 20th September 1929.

APPLICATIONS are invited from candidates for the following temporary posts:—

Draughtsman on Rs. 55 plus Rs. 10 (presidency allowance) per mensem. None but those who are duly qualified under the Public Services Notification need apply.

Tracer on Rs. 33 per mensem. Experienced men will be preferred.

Shorthand typist on Rs. 60 per mensem. Only qualified men selected by the Staff Selection Board need apply.

Preference will be given to Non Brahman candidates. Applications should be sent not later than 10th October 1929 to the address of the Director of Town-Planning, 35, Mount Road, Madras.

R. D. N SIMIIAM,
Officiating Director of Town-Planning.

Madras, 27th September 1929.

Applications are invited for the post of a typist-clerk on Rs. 40 per month in the time-scale of Rs. 35—35—1½—50—1—60 from graduates who possess qualifications in typewriting also. The post is only an acting one at present.

R. GANAPATI AYYAR,
District Munsif.

Pennkonda, 24th September 1929.

Applications are invited for the draftsman's post in the District Forest Officer's office at Vellore. The vacancy is long standing and is likely to be permanent. The post carries a pay of Rs 35—35—1½—50—1—60 Only persons who have passed the test prescribed by the Revenue Survey Department for draftsman, or those who have passed a draftsman's group certificate in mechanical drawing or possess a certificate of having undergone a course at the College of Engineering, Madras, need apply. Applications with experience of work in forest offices will be preferred.

2. Applications should reach this office not later than 15th October 1929 and the selected candidate should be prepared to join duty forthwith.

K. A. CHENGAPPAH,
District Forest Officer.

Vellore, 17th September 1929.

Applications in the prescribed form for appointment as minor irrigation clerk draughtsman permanently in the scale of Rs. 35-35-1½-35-1-50 in the Collector's Office, South Arcot, are invited from candidates who have passed Elementary or Lower Grade examination in Building Drawing and Estimating, (2) Hydraulics and Irrigation Works and (3) Mensuration under the notification regulating the Government Technical Examinations

Cuddalore Collector's Office,
25th September 1929.

Applications are invited from duly qualified candidates for the post of Probationary Revenue Inspectors in the South Arcot district. Applications should be in the form given below and should reach the Collector before 20th October 1929 :—

(1) Name, (2) father's name, (3) native district, (4) caste, (5) age, (6) educational qualifications, (7) near relatives in public service, (8) address of the applicant, and (9) vernaculars known, which vernaculars the applicant can read and write and which he can only speak

M. HABIB-UL LAH,
Acting Collector.

Cuddalore Collector's Office,
21th September 1929.

PRIVATE ADVERTISEMENTS.

On or after 14th October 1929, I intend moving the High Court to enrol me as an Advocate thereof.

S. AMIRTALINGAM CHETTI.

Salem, 14th September 1929.

On or after 21st October 1929, I intend moving the High Court to enrol me as an Advocate thereof.

K. GOPALAN NAYAR.

Tellicherry, 14th September 1929.

On or after 21st October 1929, I intend moving the High Court to enrol me as an Advocate thereof.

K. G. NAIR.

Palghat, 18th September 1929.

On or after 1st November 1929, I intend moving the High Court to enrol me as an Advocate thereof.

T. V. RANGASWAMI.

Madura, 27th September 1929.

On or after 25th October 1929, I intend moving the High Court to enrol me as an Advocate thereof.

M. NATARAJA AIYAR.

Cuddalore, 18th September 1929.

On or after 31st October 1929, I intend moving the High Court to enrol me as an Advocate thereof.

A. K. RAMASESHA IYER.

Calicut, 20th September 1929.

On or after 24th October 1929, I intend moving the High Court to enrol me as an Advocate thereof.

M. S. RAMACHANDRA RAO.

Mylapore, 23rd September 1929.

On or after 1st November 1929, I intend moving the High Court to enrol me as an Advocate thereof.

V. V. JOGIAH.

Simla, 24th September 1929.

I, A. Appachie Duraisamy, shall henceforth be known as A. D. Swamy.

A. D. SWAMY.

Combai, 24th September 1929.

I, Medidi Chintayya, shall henceforth be known as Pudi Chintayya.

Gummalur, 23rd September 1929. [illegible]

SUCCESSION NOTICE.

O.P. No. 19 of 1929, District Munsif's Court, Madanapalle.

Kasi Chetti Subbaraya Chetti—*Petitioner.*
Thellakula Munemma, wife of Rangaiah and others—*Respondents.*

Petition for the grant of a certificate under Part X, Indian Succession Act of 1925. The abovesaid petitioner has filed a petition for the grant of a certificate under Part X of the Indian Succession Act of 1925 and the same is posted for objections to 21st October 1929. The petitioner is the maternal grandson and the legatee of the late Thellakula Rangaiah Chetti of Bhakarapet. The petitioner has also filed the registered will executed by the late Thellakula Rangaiah Chetti in his favour on 19th October 1928. Such of those who have any objection for the grant of a succession certificate to the petitioner, are hereby given notice to appear before the above Court, and file their objections on 21st October 1929.

C. RAMA REDDI,
Petitioner's Vakil.

Madanapalle, 20th September 1929.

INSOLVENCY NOTICES.

No. 2 of 1929, District Court, Chingleput.

Vadivela Chettiar—*Petitioner.*
A. K. Bagia Ammal and others—*Respondents*

Notice is hereby given that the petitioner above named has filed a petition under sections 7 and 13 of Act V of 1920 to adjudicate him an insolvent. The said petition stands posted to 15th October 1929

A. LAKSHMANA AIYAR,
Pleader for Petitioner.

Chingleput, 19th September 1929.

No. 13 of 1929, SUB-COURT, CHINGLEPUT.

N. Chellappa Nayakar—*Petitioner.*

Likmichand Sowcar, etc.—*Respondents.*

PLEASE take notice that the above insolvent petitioner has applied for adjudging himself as insolvent under sections 7 and 11 of Act V of 1920, and the same is posted to 9th October 1929.

G. KRISHNAMACHARIAR,
Vakil.

Chingleput, 14th September 1929.

No. 17 of 1929, SUB-COURT, CHINGLEPUT.

K. Subrahmanya Gurukkal—*Petitioner.*

Jagannatha Mudaliyar, etc.—*Respondents.*

PLEASE take notice that the petitioner has filed the above insolvency application for his being adjudicated insolvent and that the same stands posted to 11th October 1929 for hearing. Persons having any objections may state the same on that day.

N. RANAMRUTHA IYER,
Vakil for Petitioner.

Chingleput, 23rd September 1929.

No. 7 of 1925, M.P. No. 739 of 1929,
SUB-COURT, PALGHAT.

Rama Patter, son of Narayana Patter of Kozhalmannam gramam, Kozhalmannam amsam, Palghat taluk—*Debtor (Petitioner)*

Subbarayan alias Subramania Patter and twelve others—*Creditors (Respondents).*

THIS is to give notice to all whom it may concern, that the insolvent (debtor) above named has applied to the above Court for an order of discharge and that the said application stands posted for hearing to the 7th October 1929. Any person interested in opposing the application may appear in the above Court on the said date, in default of which the application will be heard and disposed of in his absence.

S. R. RAMAKRISHNA AYYAR,
Advocate for the Petitioner.

Palghat, 9th September 1929.

No. 23 of 1923 (M.P. No. 837 of 1929),
SUB-COURT, PALGHAT.

K. S. Agharasubramania Ayyar—*Petitioner*
P. S. Cholanni Gurukkal and others—*Respondents.*

NOTICE is hereby given that the petitioner has under section 41 of Provincial Insolvency Act applied for his discharge and that the petition is posted for disposal on 14th October 1929.

K. V. KESAVA AYYAR,
Vakil for Petitioner.

Palghat, 20th September 1929.

ESTATE OF C. J. STRACEY (DECEASED).

THE Administrator-General of Madras hereby gives notice that he is administering from 22nd September 1929 the estate of Clarence Joseph Stracey, Retired District Registrar, late of Bangalore, but now deceased, under letters of Administration granted to him on the 13th September 1929 by the High Court of Madras, and that all persons having claims against the said estate as creditors, next of kin, legatees or in any other manner whatsoever should prefer their claims to the said Administrator-General on or before the 8th November 1929 after which date he will proceed to make a distribution of the assets of the said estate and will recognize in such distribution only such claims as shall have previously been established to his satisfaction.

S. RANGASWAMI AYYANGAR,
Acting Administrator-General.

Madras, 23rd September 1929.

METEOROLOGICAL RESULTS.

FROM THE MADRAS OBSERVATORY REGISTER.

	Barometer reduced to 32° F. sea level and gravity.	Thermometer. Corrected daily means. Dry.	Wet.	Observed extremes. Max.	Min.	Maximum on grass.	Humidity.	Wind. Prevailing direction.	Daily velocity.	Depth of rain	Cloudy sky.	Bright sunshine.	General weather.
1929.	Inches.	°	°	°	°	°	Cts		Miles	Inches.	Cts	Hrs	
Sep 22nd Monday ..	29·676	83·4	73·2	91·2	73·2	73·3	76	ESE	119	Nil	30	9·4	Passing clouds.
,, 24th, Tuesday ..	29·721	82·8	73·8	89·0	73·0	73·8	77	ESE	102	0·02	68	8·7	Passing showers.
,, 25th, Wednesday	29·723	80·6	77·8	85·8	73·0	75·5	88	SSW	62	1·01	93	1·3	Thunderstorm.
,, 26th, Thursday ..	29·682	80·4	76·7	81·1	75·3	74·2	85	S by W	163	0·20	80	0·2	Do.
,, 27th, Friday ..	29·708	81·9	76·9	90·8	77·0	75·4	78	S by W	161	Nil	30	6·0	Do.
,, 28th, Saturday ..	29·709	81·0	76·4	89·1	76·8	74·0	83	S by W	251	0·14	100	3·4	Do.
,, 29th, Sunday ..	29·694	74·7	73·4	77·6	73·0	72·8	94	W by N	22	1·79	90	0	Severe Thunderstorm.

THE Standard Barometer and Thermometers are read at 8 a.m., 10 a.m., 4 p.m. and 8 p.m. and the daily means are obtained by the application of hourly corrections, deduced from twenty years' observations. The cistern of the barometer is twenty-two feet above the level of the sea, and the receiver of the rain-gauge is two feet from the ground. The wind, rain and general weather registered are for the current civil day—from midnight to midnight.

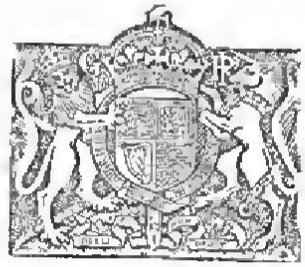
THE total quantity of rain collected since 1st January is 24·78 inches, the average due for the same period being 19·40 inches.

A. A. NARAYANA AYYAR,
Assistant Meteorologist.

Madras Observatory,
30th September 1929.

MADRAS: PRINTED AND PUBLISHED BY THE SUPERINTENDENT, GOVERNMENT PRESS.

Reg. No. 1—M.



SUPPLEMENT TO PART II

OF

THE FORT ST. GEORGE GAZETTE

No. 40.] MADRAS, TUESDAY EVENING, OCTOBER 1, 1929. [Price, 2 annas.

DAILY RAINFALL RECORDED IN THE MADRAS PRESIDENCY

FOR THE MONTH OF

JULY 1929

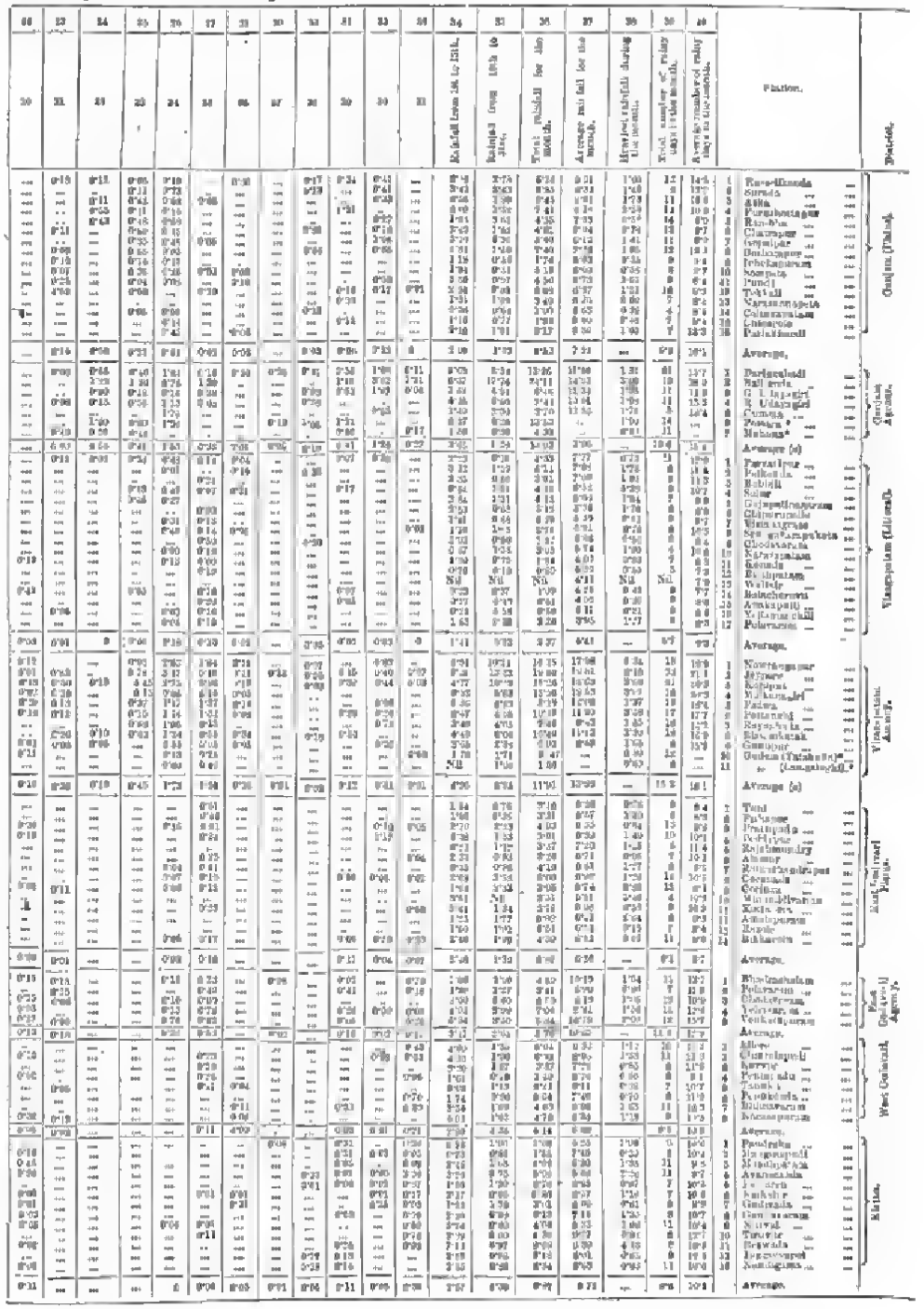
Daily Rainfall recorded in the Madra

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
District.	Station.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Ganjam (Plains).	Berhampore																			
	Aska																			
	Arka																			
	Purushottapur																			
	Kanjiha																			
	Chatrapur																			
	Gopalpur																			
	Serkampur																			
	Ichchapuram																			
	Sompeta																			
	Tekali																			
	Narasannapeta																			
	Calingapatam																			
	Chicacole																			
	Parlakimedi																			
	Average																			
Godavari (Agency).	Durgaguddi																			
	Rajahmundry																			
	R. C. Agency																			
	R. D. Agency																			
	Gunnana																			
	Peruru *																			
	Maharo *																			
	Average (a)																			
Vizagapatam (Agency).	Parvatipur																			
	Palkonda																			
	Bobbili																			
	Salur																			
	Gajapatinagaram																			
	Chipurupalle																			
	Vizagapatam																			
	Srungavarapukota																			
	Chodavaram																			
	Narsapatam																			
	Jeypore																			
	Bimlipatam																			
	Waltair																			
	Anakapalle																			
	Yellamanchili																			
	Polavaram																			
	Average																			
Vizagapatam Agency.	Narsapatnam																			
	Jeypore																			
	Koraput																			
	Malkangiri																			
	Polavas																			
	Potangi																			
	Sarileru																			
	Rampachodi																			
	Gurtedu																			
	Gudem (Yellavaram)																			
	,, (Lammasingi)																			
	Average (a)																			
East Godavari (Plains).	Tuni																			
	Pitapuram																			
	Prattipadu																			
	Peddapuram																			
	Rajahmundry																			
	Akiveedu																			
	Ramachandrapuram																			
	Cheruvada																			
	Cocanada																			
	Samalkot																			
	Kottapalli																			
	Amalapuram																			
	Razole																			
	Ravikavala																			
	Average																			
East Godavari Agency.	Bhadrachalam																			
	Polavaram																			
	Chodavaram																			
	Yellavaram																			
	Venkatapuram																			
	Average																			
West Godavari.	Ellore																			
	Chintalapudi																			
	Nidadavole																			
	Tadepalle																			
	Penumbra																			
	Penugonda																			
	Bhimavaram																			
	Narsapuram																			
	Average																			
Kistna.	Pedaoda																			
	Nandigama																			
	Musunipalle																			
	Avanigadda																			
	Gannavaram																			
	Jaggayyapet																			
	Kakaraparru																			
	Guntupalle																			
	Ommavarikin																			
	Nandigama																			
	Vissa																			
	Bezwada																			
	Jaggayyapet																			
	Nandigama																			
	Average																			

* Excluded from totals and averages.

(a) Calculated only with reference to those stations for which normals are available.

Presidency for the month of July 1929.



Daily Rainfall recorded in the Madra

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
District.	Station.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Ganjam.	1 Gunsur	—	0·70	—	0·16	—	0·21	—	0·00	0·00	0·00	0·00	0·16	0·00	—	—	—	—	0·04	—
	2 Mandasingi	0·10	0·30	0·04	—	—	0·11	0·30	0·30	0·00	—	—	0·23	0·18	—	—	—	—	—	—
	3 Kallepalle	—	0·35	—	—	—	—	—	—	—	—	—	0·10	0·00	—	—	—	—	0·04	—
	4 Tangi	—	0·00	—	—	—	0·00	—	0·34	0·00	0·35	0·76	0·27	0·11	—	—	—	—	—	—
	5 Kopalle	—	—	—	0·36	—	0·00	—	0·00	—	—	—	0·00	0·11	—	—	—	—	0·00	—
	6 Purusa	—	0·10	—	0·03	—	0·00	—	0·25	0·00	—	0·00	0·24	0·11	—	—	—	—	0·13	—
	7 Rajulla	—	—	—	0·00	—	—	—	0·00	—	—	—	0·10	0·05	—	—	—	—	—	—
	8 Sompuram	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	9 Chinna Ganjam	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	10 Gumsur	—	—	—	—	—	—	—	—	1·00	0·30	—	1·00	—	0·00	—	—	—	—	—
	11 Markonda	—	—	—	—	—	—	—	—	—	—	—	0·18	0·00	—	—	—	—	—	—
	12 Narasurapeta	—	0·10	—	—	—	—	—	0·00	0·18	0·00	—	0·11	0·00	—	—	—	—	—	—
	13 Tekkali	—	—	—	—	—	—	—	—	—	—	—	0·34	0·35	—	—	—	—	—	—
	14 Ongole	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	15 Addanki	—	—	—	—	—	—	—	—	—	—	—	0·14	0·07	0·10	—	—	—	—	—
	16 Ramapatti	—	—	—	—	—	—	—	—	—	—	—	0·37	0·07	—	—	—	—	—	—
	Average	0·01	0·07	0	0·02	—	0·04	0·03	0·12	0·12	0·10	0·05	0·21	0·03	—	—	0·04	0·01	0·01	0·01
Nellore.	1 Atmakur	0·00	—	—	—	—	—	—	—	0·77	—	0·05	—	—	—	—	—	—	—	0·10
	2 Udayagiri	0·21	—	—	—	—	—	—	—	—	—	0·32	—	—	—	—	—	—	—	0·30
	3 Kondapi	—	—	—	—	—	—	—	—	—	—	0·40	—	—	—	—	—	—	—	—
	4 Podili	0·03	—	—	—	—	—	—	—	0·00	—	—	—	—	—	—	—	—	—	—
	5 Darsi	—	0·00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	6 Pakala	0·13	—	—	—	0·14	—	—	0·07	—	—	0·10	0·00	—	—	—	—	—	—	—
	7 Kandukur	0·01	—	—	—	0·10	—	—	—	0·01	—	0·03	—	—	—	—	—	—	—	—
	8 Kavali	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	9 Udayagiri	0·15	—	—	—	0·14	—	0·07	0·07	0·00	—	0·10	—	—	—	—	—	—	—	—
	10 Nellore	0·05	—	—	—	—	—	—	0·14	0·07	—	0·05	—	—	—	—	—	—	—	—
	11 Kovur	0·05	—	—	—	—	—	—	0·14	0·14	—	0·00	—	—	—	—	—	—	—	—
	12 Gudur	0·30	—	—	—	—	—	—	0·07	0·07	—	—	—	—	—	—	—	—	—	—
	13 Kayalpad	0·13	—	—	—	—	—	—	0·14	0·14	—	—	—	—	—	—	—	—	—	—
	14 Venkatagiri	1·01	—	—	—	—	—	—	0·14	0·07	—	—	—	—	—	—	—	—	—	—
	15 Sullurpet	0·51	0·20	—	—	—	—	—	0·07	—	—	—	—	—	—	—	—	—	—	—
	16 Venkatagiri	0·78	0·41	—	—	0·00	—	—	0·07	0·14	—	0·11	0·32	0·00	—	—	—	—	—	—
	Average	0·40	0·06	—	0·01	0·00	0·02	0·01	0·06	0·16	0·17	0·03	0·06	0·01	—	—	—	—	0·01	0·01
Madras.	Madras	0·05	0·09	0·13	0·08	0·09	—	—	—	0·01	0·05	0·10	—	—	—	0·06	—	—	0·14	—
Chingleput.	1 Kaliur	0·03	0·05	0·16	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	2 Alapuri	—	0·10	0·00	0·06	—	—	—	—	0·76	0·05	0·50	0·10	—	—	—	—	—	0·30	—
	3 Pennéri	0·09	0·10	0·23	0·00	—	—	—	—	—	0·11	0·00	0·10	—	—	—	—	—	—	—
	4 Sathiyeda	0·03	0·10	—	0·13	—	—	—	—	1·01	0·00	0·16	—	—	—	—	—	—	—	—
	5 Tirukalur	—	0·00	0·00	0·42	0·07	—	—	—	0·85	0·16	0·00	—	—	—	—	—	—	—	—
	6 Conjeveram	0·07	0·55	—	—	0·15	—	—	—	0·74	0·15	0·00	—	—	—	—	—	—	—	—
	7 Kaiyambudhur	0·05	—	—	—	—	—	—	—	—	0·57	0·04	—	—	—	—	—	—	—	—
	8 Poonamallee	—	0·01	0·11	—	—	—	—	—	—	0·14	0·00	—	—	—	—	—	—	—	—
	9 Kolimedu	0·17	0·11	0·01	—	0·03	—	—	—	0·01	0·10	—	—	—	—	—	—	—	—	—
	10 Saveling	0·09	0·09	0·03	—	0·14	—	—	—	—	0·00	0·00	—	—	—	—	—	—	—	—
	11 Chingleput	—	0·03	0·49	—	0·07	—	—	—	0·00	0·29	0·04	0·00	—	—	—	—	—	—	—
	12 Chengam	0·03	0·15	—	—	—	—	—	—	—	0·10	0·07	0·00	—	—	—	—	—	—	—
	13 Madurantakam	—	0·01	0·00	—	—	—	—	—	—	—	0·00	0·00	—	—	—	—	—	—	—
	14 Uttiramerur	—	0·01	0·03	—	—	—	—	—	—	0·05	0·00	—	—	—	—	—	—	—	—
	Average	0·11	0·23	0·21	0·03	0·06	0·03	—	0·03	0·24	0·13	0·10	0·01	0·01	—	0·06	0	—	0·01	0·01
Chittoor.	1 Tiruttani	—	1·00	0·13	—	0·00	—	0·76	—	0·05	0·07	0·13	—	—	0·18	—	—	—	—	—
	2 Puttur	—	0·14	—	—	—	—	0·01	—	0·57	0·00	—	—	—	—	—	—	—	—	—
	3 Kalahasti	1·43	0·00	0·55	—	—	—	0·14	—	0·00	0·00	—	—	—	—	—	—	—	—	—
	4 Tirupati	—	0·11	—	—	—	—	—	—	0·00	0·00	—	—	—	—	—	—	—	—	—
	5 Chandragiri	0·10	0·07	0·07	—	—	—	—	—	0·35	0·00	—	—	—	—	—	—	—	—	—
	6 Palmaner	0·14	0·15	0·01	—	—	—	—	—	0·00	0·00	0·24	—	—	—	—	—	—	—	—
	7 Chittoor	0·04	0·45	—	—	—	—	0·02	—	0·00	—	—	—	—	—	—	—	—	—	—
	8 Venkatagirikota	0·09	0·00	—	—	—	—	—	—	0·00	—	—	—	—	—	—	—	—	—	—
	9 Palmaner	—	0·00	—	—	0·06	—	—	—	—	—	0·04	—	—	—	—	—	—	—	—
	10 Punganur	0·10	0·00	—	—	—	—	0·01	—	—	—	—	—	—	—	—	—	—	—	—
	11 Madanapalle	—	0·07	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	12 Vayalpad	0·06	0·19	—	—	—	—	—	—	—	—	0·04	0·00	0·10	—	—	—	—	—	—
	13 Pileru	—	—	—	—	—	—	—	—	—	—	—	0·00	0·10	—	—	—	—	—	—
	14 Kuppam	0·03	0·34	—	—	—	—	—	—	—	—	—	0·00	0·00	—	—	—	—	—	—
	15 Palmaner	—	0·00	0·17	0·10	0·01	—	—	—	0·03	—	—	0·03	0·16	—	—	—	—	—	—
	16 Sadum	—	—	—	—	—	—	—	—	0·14	—	—	—	—	—	—	—	—	—	—
	17 Kalastrikhanaja-pet.	—	0·06	—	—	0·04	—	—	—	0·37	0·30	—	—	—	—	—	—	—	—	—
	Average	0·10	0·20	0·03	0	0·01	0·01	—	0·01	0·11	0·00	0·05	0·01	0·03	—	—	—	—	—	—
North Arcot.	1 Polur	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	2 Arni	0·07	0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	3 Wandiwash	—	0·07	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	4 Chengam	0·32	0·31	0·13	—	—	—	—	—	0·03	—	—	—	—	—	—	—	—	—	—
	5 Arcot	0·39	0·08	—	—	—	—	—	—	—	0·00	—	—	—	—	—	—	—	—	—
	6 Walajah	0·11	0·30	—	—	—	—	—	—	—	0·37	—	—	—	—	—	—	—	—	—
	7 Wallajahpet	0·56	—	—	—	—	—	—	—	—	0·00	—	—	—	—	—	—	—	—	—
	8 Arkonam	—	0·07	—	—	—	—	—	—	—	0·31	0·10	—	—	—	—	—	—	—	—
	9 Vellore	0·47	0·00	—	0·07	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	10 Ambur	—	0·00	—	—	—	—	—	—	—	—	—	0·10	—	—	—	—	—	—	—
	11 Gudiyattam	0·31	0·00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	12 Kaniyambadi	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	13 Tirupattur	0·36	—	—	—	—	—	—	—	—	—	—	0·13	—	—	—	—	—	—	—
	14 Tiruvannamalai	0·46	—	—	0·04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	15 Chengam	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	Average	0·21	0·10	0·01	0·01	—	0	—	0·03	0·11	0·04	0	—	0·00	—	—	—	—	—	0
South Arcot.	1 Tindivanam	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	2 Tiruvannamalai	0·48	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	3 Vanapuram	0·48	0·10	0·00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	4 Villupuram	0·03	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	5 Tindivanam	0·01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	6 Gingee	0·03	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	7 Cuddalore	0·38	—	—	—	—	—	—	—	—	0·05	—	—	—	—	—	—	—	0·54	—
	8 Kurinjipadi	0·18	—	—	—	—	—	—	—	—	0·23	—	—	—	—	—	—	—	—	—

FREE DIGITAL LIBRARY | TAMILNADU ARCHIVES

Presidency for the month of July 1929—contd.

29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	Stations.	Districts.
0·10	—	—	—	—	—	—	—	—	0·36	—	0·31	—	—	177	1071	2·45	6·06	0·19	0	Guntur	Guntur.
—	—	—	—	—	—	—	—	—	—	—	0·17	—	—	169	969	2·48	5·74	0·22	0	Bapatla	
0·45	—	—	—	—	—	—	—	—	—	—	—	—	—	111	59	1·71	0·53	0·03	0	Sattenapalle	
—	0·06	—	—	—	—	—	—	—	0·06	—	0·04	—	—	193	1103	5·69	5·71	0·44	0	Narasaraopet	
0·04	—	—	—	—	—	—	—	—	—	—	0·45	—	—	137	748	3·67	4·16	0·30	0	Ongole	
—	0·02	—	—	—	—	—	—	—	—	—	0·37	—	—	189	1169	5·84	6·50	0·36	0	Kandukur	
—	—	—	—	—	—	—	—	—	0·03	—	0·15	—	—	182	953	5·10	5·30	0·28	0	Kavali	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	Nil.	630	3·50	3·50	0·19	0	Nellore	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	150	1160	7·00	6·63	0·65	0	Cuddapah	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	174	1108	6·38	6·34	0·63	0	Gudur	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	119	731	4·38	4·18	0·41	0	Rajampet	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	115	731	4·38	4·18	0·41	0	Proddatur	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	135	1004	6·02	5·74	0·56	0	Cumbum	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	165	1035	6·21	5·91	0·58	0	Markapur	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	154	1054	6·32	6·02	0·59	0	Ongole	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	154	1054	6·32	6·02	0·59	0	Addanki	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1332	7·99	7·61	0·75	0	Bapatla	
0·10	—	—	—	—	—	—	—	—	0·36	0·03	0·10	0·11	0·08	0·96	0·96	1·03	0·98	—	0·09	Average.	
—	—	—	—	—	—	—	—	—	0·08	—	—	—	—	—	678	0·14	0·65	0·03	0	Armakur	Nellore.
—	0·20	—	—	—	—	—	—	—	—	—	—	—	—	—	639	0·11	0·61	0·03	0	Udayagiri	
0·06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	815	0·32	0·83	0·04	0	Kanigiri	
—	0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	893	0·43	1·24	0·06	0	Podili	
0·08	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	0·96	0·04	0	Darsi	
—	0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	0·73	0·41	1·14	0·05	0	Yerlakota	
0·18	—	—	—	—	—	—	—	—	0·07	—	—	—	—	—	0·43	0·91	0·73	0·03	0	Kandukur	
0·06	0·16	—	—	—	—	—	—	—	—	—	—	—	—	—	0·10	0·41	0·51	0·02	0	Darsi	
0·11	0·12	—	—	—	—	—	—	—	0·04	—	—	—	—	—	0·04	0·06	0·10	0·01	0	Cumbum	
—	—	—	—	—	—	—	—	—	0·05	—	—	—	—	—	0·05	0·33	0·38	0·02	0	Kollam	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	1·00	0·04	0	Addanki	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·24	0·24	1·48	0·06	0	Ongole	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·14	0·34	1·48	0·06	0	Kanigiri	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	1·00	0·04	0	Rapur	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	1·00	0·04	0	Venkatagiri	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2·00	Nil.	2·00	0·08	0	Sullurpet	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	1·00	0·04	0	Venkatagiri	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	1·00	0·04	0	Sullurpet	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1·00	Nil.	1·00	0·04	0	Vada	
0·04	0·03	0·01	0·02	—	—	—	—	—	0·07	0·00	0·01	0·01	—	1·01	0·98	1·36	2·44	—	0·01	Average.	
—	—	—	0·13	0·31	—	—	—	—	0·21	0·01	0·04	0·02	—	0·08	1·06	1·03	2·54	0·1	0·1	Madras	Madras.
—	—	—	—	—	—	—	—	—	—	—	—	—	—	431	2·75	1·76	3·08	0·13	0	Kavali	Chingleput.
—	—	—	0·13	0·43	—	—	—	—	—	—	0·10	0·03	—	345	1·98	2·00	3·44	0·14	0	Atmur	
0·13	—	—	0·10	0·31	—	—	—	—	—	—	0·04	0·02	—	490	2·80	1·40	3·79	0·16	0	Poonamallee	
—	—	—	—	0·10	—	—	—	—	—	—	0·06	0·02	—	390	2·23	1·60	3·43	0·14	0	Sullurpettai	
—	—	—	0·10	0·31	—	—	—	—	—	—	0·07	0·02	—	147	1·84	2·35	3·05	0·21	0	Tiruvallur	
—	—	—	—	0·10	—	—	—	—	—	—	—	—	—	178	1·02	1·31	4·16	0·23	0	Conjeeveram	
—	—	—	0·10	0·31	—	—	—	—	—	—	0·07	0·02	—	163	0·93	1·40	4·00	0·22	0	Chingleput	
0·10	—	—	—	0·10	—	—	—	—	—	—	—	—	—	175	1·00	1·71	3·97	0·22	0	Poonamallee	
—	—	—	0·10	0·31	—	—	—	—	—	—	0·08	0·02	—	178	1·02	1·71	3·97	0·22	0	Saidapet	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Kavali	
0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Chingleput	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Tiruvallur	
0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Conjeeveram	
0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Poonamallee	
0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Saidapet	
0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Kavali	
0·10	—	—	—	—	—	—	—	—	—	—	—	—	—	178	1·02	1·71	3·97	0·22	0	Chingleput	
0·10

Daily Rainfall recorded in the Madras

Presidency for the month of July 1929—*cont.*

29	30	31	32	33	34	35	36	37	38	39	40	Stations.	Districts.
Rainfall from 1st to 15th.	Rainfall from 16th to 31st.	Total rainfall for the month.	Average rainfall for the month.	Heaviest rainfall during the month.	Total number of rainy days in the month.	Average number of rainy days in the month.							
0·00	0·04	0·07	0·00	0·04	1	0·3	9	Mahendrigiri (Forest Survey).	North Arcot—*cont.*
0·13	...	0·13	0·00	0·13	1	0·3	10	Chittari barrage	
...	0·26	0·26	0·00	0·26	1	0·3	11	Mottamgudi	
...	...	...	0·00	...	0	0·0	12	Ormed gram	
0·12	0·00	0·12	0·00	0·12	1	0·3	13	Tittagudi	
0·13	0·00	0·13	0·00	0·13	1	0·3	14	Vrid Cuddalore	
0·09	0·00	0·09	0·00	0·09	1	0·3	15	Kallakurchi	
0·00	0·00	0·00	0·00	0·00	0	0·0	16	Ulundurpettai	
0·01	0·00	0·01	0·00	0·01	1	0·3	17	Tirukkoyilur	
0·00	0	0·07	0·01	0·03	0·06	1·0	3·0	0·1	17	Average.	
0·12	0·00	0·12	0·00	0·12	1	0·3	1	Sholur	Salem.
0·13	...	0·13	0·00	0·13	1	0·3	2	Namakkal	
...	...	...	0·00	...	0	0·0	3	Tiruchengodu	
0·08	...	0·08	0·00	0·08	1	0·3	4	Rasipuram	
...	...	...	0·00	...	0	0·0	5	Namakkal	
0·20	...	0·20	0·00	0·20	1	0·3	6	Paramathi	
0·11	...	0·11	0·00	0·11	1	0·3	7	Tiruchengodu	
0·01	...	0·01	0·00	0·01	1	0·3	8	Sankari	
...	...	...	0·00	...	0	0·0	9	Edappadi	
0·00	0·00	0·00	0·00	0·00	0	0·0	10	Attur	
0·00	0·00	0·00	0·00	0·00	0	0·0	11	Yercaud	
0·00	0·00	0·00	0·00	0·00	0	0·0	12	Mettur	
0·00	0·00	0·00	0·00	0·00	0	0·0	13	Omalur	
0·00	0·00	0·00	0·00	0·00	0	0·0	14	Salem	
0·00	0·00	0·00	0·00	0·00	0	0·0	15	Gangavalli	
0·00	0·00	0·00	0·00	0·00	0	0·0	16	Kadayampatti	
0·00	0·00	0·00	0·00	0·00	0	0·0	17	Yercaud Kamma Vadi	
0·00	0·00	0·00	0·00	0·00	0	0·0	18	Kolathur	
0·00	0·00	0·00	0·00	0·00	0	0·0	19	Mecheri	
0·00	0·00	0·00	0·00	0·00	0	0·0	20	Tarcode	
0·00	0·00	0·00	0·00	0·00	0	0·0	21	Valakad	
0·00	0·00	0·00	0·00	0·00	0	0·0	22	Pudukkottai	
0·00	0·00	0·00	0·00	0·00	0	0·0	23	Attur Kamma Vadi	
0·00	0·00	0·00	0·00	0·00	0	0·0	24	Kattumannarkoil	
0·00	0·00	0·00	0·00	0·00	0	0·0	25	Ayyampalli	
0·00	0·00	0·00	0·00	0·00	0	0·0	26	Gingee Agency	
0·00	0·00	0·00	0·00	0·00	0·00	0·0	0·0	0·0	0·0	Average. (a)	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	1	Madel	Trichinopoly.
0·07	0·13	0·20	0·07	0·13	1	0·3	2	Turaiyur	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	3	Uppiliyapuram	
0·00	0·00	0·00	0·00	0·00	0	0·0	4	Kattikulam	
0·00	0·00	0·00	0·00	0·00	0	0·0	5	Perambalur	
0·00	0·00	0·00	0·00	0·00	0	0·0	6	Ariyalur	
0·00	0·00	0·00	0·00	0·00	0	0·0	7	Jayankondam	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	8	Lalgudi	
0·00	0·00	0·00	0·00	0·00	0	0·0	9	Trichinopoly	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	10	Kulittalai	
0·00	0·00	0·00	0·00	0·00	0	0·0	11	Manapparai	
0·00	0·00	0·00	0·00	0·00	0	0·0	12	Musiri	
0·00	0·00	0·00	0·00	0·00	0	0·0	13	Thuraiyur	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	14	Lalgudi	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	15	Ariyalur	
Nil	Nil	Nil	0·00	Nil	Nil	Nil	16	Thathiengarpet	
0·00	0·00	0·00	0·00	0·00	0·00	0·0	0·0	0·0	0·0	Average.	
0·00	0·00	0·00	0·00	0·00	0	0·0	1	Pudukkottai	Pudukkottai State.
0·00	0·00	0·00	0·00	0·00	0	0·0	2	Alangudi	
0·00	0·00	0·00	0·00	0·00	0	0·0	3	Aranthangi	
0·00	0·00	0·00	0·00	0·00	0	0·0	4	Tirumayam	
0·00	0·00	0·00	0·00	0·00	0	0·0	5	Kulattur	
0·00	0·00	0·00	0·00	0·00	0	0·0	6	Kunnandarkoil	
0·00	0·00	0·00	0·00	0·00	0	0·0	7	Viralimalai	
0·00	0·00	0·00	0·00	0·00	0	0·0	8	Gokalapuram	
0·00	0·00	0·00	0·00	0·00	0	0·0	9	Alivalam	
0·00	0·00	0·00	0·00	0·00	0	0·0	10	Pudukkottai	
0·00	0·00	0·00	0·00	0·00	0	0·0	11	Annavasal	
0·00	0·00	0·00	0·00	0·00	0	0·0	12	Adaikkalapuram	
0·00	0·00	0·00	0·00	0·00	0·00	0·0	0·0	0·0	0·0	Average.	
0·00	0·00	0·00	0·00	0·00	0	0·0	1	Nathem	Madura.
0·00	0·00	0·00	0·00	0·00	0	0·0	2	Vadipatti	
0·00	0·00	0·00	0·00	0·00	0	0·0	3	Sholavandan	
0·00	0·00	0·00	0·00	0·00	0	0·0	4	Madura	
0·00	0·00	0·00	0·00	0·00	0	0·0	5	Peraiyur	
0·00	0·00	0·00	0·00	0·00	0	0·0	6	Tirumangalam	
0·00	0·00	0·00	0·00	0·00	0	0·0	7	Usilampatti	
0·00	0·00	0·00	0·00	0·00	0	0·0	8	Vadipatti	
0·00	0·00	0·00	0·00	0·00	0	0·0	9	Nilakkottai	
0·00	0·00	0·00	0·00	0·00	0	0·0	10	Periyakulam	
0·00	0·00	0·00	0·00	0·00	0	0·0	11	Nilakkottai	
0·00	0·00	0·00	0·00	0·00	0	0·0	12	Dindigul	
0·00	0·00	0·00	0·00	0·00	0	0·0	13	Vedasandur	
0·00	0·00	0·00	0·00	0·00	0	0·0	14	Chattrapatti	
0·00	0·00	0·00	0·00	0·00	0	0·0	15	Palni	
0·00	0·00	0·00	0·00	0·00	0·00	0·0	0·0	0·0	0·0	Average.	
0·00	0·00	0·00	0·00	0·00	0	0·0	16	Kodaikanal	
0·00	0	0·00	0·00	0·00	0·00	0·0	0·0	0·0	0·0	Average.	

Daily Rainfall recorded in the Mad

District.	No.	Station.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	No.
Rayalaseema.	1	Tirupachchanam.	...	...	...	...	...	...	...	...	...	...	...	...	0·00	...	...	...	...	...	...	...	1
	2	Vayalpad ...	...	...	...	...	...	...	...	...	0·47	...	0·18	...	...	...	...	...	...	...	...	...	2
	3	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3
	4	Vaniyambadi ...	...	...	...	...	...	...	...	...	...	...	...	...	0·02	...	...	...	...	...	...	...	4
	5	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5
	6	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	6
	7	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	7
	8	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	8
	9	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	9
	10	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	10
	11	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	11
	12	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	12
	13	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	13
	14	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	14
	15	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	15
	16	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	16
	17	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	17
	18	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	18
	19	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	19
	20	Tirupattur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	20
		Average ...	0·00	...	...	...	...	0	0·17	0·02	0·00	...	0·01	0	...	...	...	0·01	...	...	...	0	
Tirupathy.	1	Thattiyam ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1
	2	Appadi ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	2
	3	Tellicotta ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3
	4	Cottapillanallu ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	4
	5	Kavalur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5
	6	Korrigapatti ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	6
	7	Sembarambakkam ...	0·08	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	7
	8	Sivaram ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	8
	9	Kadavanallur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	9
	10	Tirumal ...	0·34	0·17	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	10
	11	Kaniyam ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	11
	12	Ambasamudram ...	0·10	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	12
	13	Palamcottah ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	13
	14	Nanguneri ...	0·11	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	14
	15	Radhapuram ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	15
	16	Suchindram ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	16
	17	Kulasekarapatnam ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	17
	18	Kinanur ...	0·13	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	18
	19	Sivaviliyam ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	19
	20	Tiruvaiyar ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	20
	21	Tiruchendur ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	21
		Average ...	0·03	0·02	0	0	0·07	0·16	0·23	0·10	0·21	...	0·01	0·07	0·00	0·00	...	...	...	...	...	...	
Tanjore—N. Kottayam Division.	1	Chiaur ...	0·18	...	...	0·30	0·45	0·00	2·10	...	...	...	...	0·06	0·18	1·38	0·18	0·03	...	...	...	...	1
	2	Mayavar ...	0·05	0·21	...	0·08	0·00	0·00	0·10	1·23	1·50	2·65	1·45	2·03	1·44	0·12	0·07	0·48	0·35	1·25	2
	3	Mannar ...	1·85	1·08	1·05	0·07	2·40	0·00	7·61	1·23	1·50	0·74	1·13	1·13	1·79	1·41	0·11	0·29	0·10	0·11	3
	4	Nannilam ...	0·16	1·18	0·39	0·40	1·15	0·00	1·71	1·00	0·74	0·74	1·13	1·13	1·79	1·41	0·11	0·29	0·10	0·11	4
	5	Sembanarpere (Poppanam).	0·03	0·21	0·01	0·04	0·05	0·10	1·35	0·03	0·45	0·13	0·13	0·23	0·15	0·31	...	0·08	0·02	...	...	...	5
	6	Karaikal ...	1·00	0·00	0·05	...	0·20	0·02	4·15	0·00	0·50	0·26	0·18	0·06	0·14	0·23	0·14	0·29	...	0·16	0·13	6
	7	Tirthapada (Oul-cherry).	1·00	2·15	0·30	0·32	1·78	0·00	0·16	2·07	0·50	1·77	1·31	0·78	1·35	0·73	0·43	0·32	0·78	0·43	7
	8	Peermadai (Last. Seney).	3·56	0·00	0·05	3·78	3·00	0·30	7·30	0·07	2·50	1·30	1·18	1·00	0·30	1·80	0·80	1·05	0·07	0·00	0·7	8
	9	Kanjanoor ...	1·00	0·06	0·20	0·00	0·40	0·00	1·08	0·00	0·40	0·00	0·00	0·00	0·00	0·10	0·00	0·00	0·00	0·00	0·00	9
	10	Vandaiyankiya * ...	1·00	0·41	0·11	0·10	0·00	0·00	3·20	4·41	0·00	0·00	0·54	0·44	1·07	0·00	0·00	0·10	0·17	0·10	10
		Average (c) ...	1·21	0·50	0·41	1·35	0·38	0·01	2·20	1·36	0·80	0·40	0·65	1·02	1·21	0·30	0·33	0·15	0·27	0·30	0	
Tanjore—E. Kottayam Division.	1	Malayalur ...	1·23	1·34	0·07	0·48	3·78	0·07	8·10	1·23	1·23	0·91	0·79	0·00	0·65	0·29	0·01	...	1·05	1·09	1·7	1
	2	Ayyar ...	0·57	0·15	0·00	0·05	2·83	0·07	3·24	0·43	0·91	0·23	0·01	0·45	0·01	0·03	0·16	0·31	0·43	0·2	2
	3	Aduvar (P.W.D. Office).	1·48	0·73	0·00	0·20	0·17	0·00	3·18	1·75	0·25	0·18	1·18	0·73	0·39	0·00	0·02	0·05	0·50	0·10	3
	4	Tirumalur (Manorahmal).	0·00	0·00	0·07	0·70	1·00	0·30	0·05	1·00	0·75	1·16	1·00	1·17	0·00	0·00	0·00	0·00	0·05	0·75	0·7	4
	5	Mayavaram ...	1·34	0·70	0·05	0·00	0·70	0·00	3·10	0·70	1·30	0·10	0·05	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	5
	6	Kariaikudi (Thudy-gudal).	1·05	2·72	0·30	2·12	0·00	0·00	0·15	3·07	0·75	1·05	0·10	1·74	0·03	0·00	0·03	0·00	0·00	0·00	0·0	6
	7	Ambasamudram ...	0·00	0·00	0·00	0·00	1·00	0·00	0·00	1·20	1·00	0·00	...	...	...	...	...	...	...	...	1·20	0·7	7
	8	Vallam ...	1·00	0·20	0·00	0·00	1·00	0·00	0·00	3·17	1·00	1·02	1·05	0·40	0·05	0·07	0·05	0·10	0·10	0·03	0·7	8
	9	Pilli (Mayavaram) ...	1·04	0·07	0·05	0·00	4·00	0·00	0·00	2·00	0·00	0·00	1·00	1·00	0·00	0·07	0·00	0·00	0·00	0·00	0·0	9
	10	Chevalam ...	0·13	1·07	1·20	0·00	0·00	0·00	0·00	2·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	10
	11	Kumbakonam ...	0·00	0·00	0·00	0·00	1·00	0·00	0·00	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	11
	12	Nannilam (Taluk Office).	0·00	—	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	12
	13	Kottaram (Engineer's Office).	0·00	0·00	0·10	0·00	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	13
	14	Dhanganaseri ...	0·00	1·10	0·07	0·77	4·04	0·00	0·75	2·04	0·00	0·00	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	14
		Average ...	1·10	0·70	0·00	0·70	2·00	0·10	0·07	2·00	0·00	0·00	1·00	1·01	0·00	0·00	0·00	0·00	0·00	0·00	0·0	
Tanjore—Hl. Cudda Division.	1	Alangoy (Taluk Office).	1·00	0·00	0·00	0·00	0·00	1·00	0·00	1·00	0·00	1·00	1·00	0·00	...	0·00	0·00	0·00	0·00	0·00	...	...	1
	2	Alangoy (P.W.D. Office).	0·00	0·00	0·00	0·00	1·00	0·00	0·00	1·00	0·00	1·00	1·00	0·00	...	0·00	0·00	0·00	0·00	0·00	...	...	2
	3	Ambalapatha ...	0·00	0·00	...	0·00	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	...	...	3
	4	Tiruvalla ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	4
	5	Chirumai ...	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	5
	6	Haripad (Karikkal).	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	6
	7	Pallapattanam ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	7
	8	Hawthorne ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	8
	9	Kaveri ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	9
	10	Kayankulam ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	10
	11	Adur (Kottarkur) ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	11
	12	Karungapalli ...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·0	12

* Excluded from totals and averages.

(c) Calculated only with reference to those stations for which normals are available.

Presidency for the month of July 1929—*contd.*

| Station. | Total number of rainy days in the month. | Average number of rainy days in the month. | Rainfall from 1st to 31st. | Rainfall from 1st June to 31st July. | Total rainfall for the month. | Average rainfall for the month. | Greatest rainfall during the month

Daily Rainfall recorded in the Madras

1	2	Station.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Districts.																							
Travancore—III, Quilon Division—contd.	13	Punalur (Tahsildar's quarters).	1·04	0·62	1·75	1·00	0·41	0·62	0·00	0·19	0·14	0·02	0·01	0·22	...	0·49	1·26	0·62	0·42	0·62	0·03	...
	14	Kottarakara	1·24	0·71	0·68	0·19	1·84	4·57	0·08	1·03	0·18	0·20	0·03	0·32	0·19	0·45	0·23	0·31	0·07	0·14	0·03	...
	15	Kottarakara (Tahsildar's Office).	1·00	0·19	...	0·10	0·30	0·50	0·30	0·00	...	...	...	...	...	0·20	0·10	...	...	...	...	...
	16	Ayakkudi	1·20	1·47	0·70	0·20	1·20	3·55	2·14	1·80	0·20	0·06	1·06	0·05	1·07	1·10	0·27	0·45	0·30	0·17	0·15	...
	17	Anjalkarai	0·34	0·50	0·17	—	0·53	0·74	0·93	0·44	0·27	...	0·40	0·20	1·06	1·04	—	—	—	—	0·04	...
	18	Chenkotta (P. W. D. Office).	0·38	0·30	0·34	—	0·45	0·40	0·70	0·45	0·15	0·17	0·10	0·23	1·37	0·90	—	—	—	—	0·04	...
	19	Shenkotta (Taluk Cutchery).	0·31	1·01	0·10	0·30	1·45	0·15	0·33	0·31	0·30	0·05	0·30	0·41	0·24	0·30	0·41	0·32	—	—	0·03	...
	20	Quilon (Engineer's Office).	0·65	0·64	0·11	0·35	1·47	0·32	0·19	3·67	0·46	0·00	0·74	0·39	2·10	0·63	0·71	0·19	—	—	0·13	...
	21	Quilon (Taluk Cutchery).	0·79	0·19	0·30	—	1·35	1·00	0·39	0·35	0·04	0·00	4·15	0·30	0·30	0·00	0·25	...	—	—	—	...
		Average ...	1·26	0·88	0·29	0·12	1·48	2·70	0·36	1·07	0·25	0·08	0·85	0·18	0·47	0·42	0·25	0·23	0·09	0·10	0·14	...
	1	Anjengo (Chemiplatform).	1·10	0·00	0·00	0·00	1·09	4·00	1·30	0·75	0·10	0·10	0·00	0·05	0·00	0·00	0·25	0·00	—	0·00	—	...
	2	Nedumangad	0·71	0·19	0·21	0·10	1·03	2·58	1·04	0·62	0·04	0·10	0·10	0·00	0·38	0·34	0·47	1·18	0·03	0·06	—	...
	3	Vamanapuram	0·81	0·34	0·06	—	0·30	2·77	1·00	1·47	0·06	0·71	0·03	0·10	0·00	0·13	0·53	0·10	—	—	—	...
	4	Paruvode	0·50	0·50	0·10	...	0·34	0·91	0·70	1·03	0·41	0·40	0·33	0·15	0·30	0·17	0·71	—	—	—	0·00	...
	5	Nanniarkulam	0·50	0·71	0·10	...	0·40	0·95	1·00	0·40	...	0·50	0·00	0·33	—	...	0·30	0·10	—	—	—	...
	6	Parappalla	0·40	0·30	...	0·10	1·10	0·65	0·70	...	0·03	...	...	0·20	...	...	0·30	...	0·11	—	0·00	...
	7	Pachiyarkonam	1·70	0·72	1·13	0·10	0·43	1·70	0·54	0·30	0·04	0·07	0·13	0·32	0·35	1·00	...	0·00	0·10	—	0·00	...
	8	P.W. Channel (10th mile).	0·00	0·40	0·00	...	...	1·10	1·05	0·35	—	—	—	—	0·00	0·00	0·10	—	—	—	—	...
	9	Kalpal ...	0·34	0·40	—	...	0·71	1·00	1·42	0·64	0·14	...	0·30	0·41	0·19	0·61	...	—	0·10	...	...	...
	10	Kulasekharam ...	0·50	0·76	0·45	...	0·34	2·20	1·00	0·30	0·10	0·05	...	0·30	0·10	...	0·35	0·35	—	—	—	...
	11	Puthen Cam ...	0·41	0·56	0·70	...	0·31	0·05	2·00	0·30	...	0·11	0·10	0·15	0·30	0·00	...	0·10	—	—	—	...
	12	Cherukol ...	0·75	0·50	0·75	...	0·20	1·75	1·50	0·45	0·05	0·05	0·10	0·10	0·40	0·04	...	0·14	—	—	—	...
	13	Tiruvattar ...	0·45	0·75	0·20	...	...	1·25	1·02	0·32	0·23	0·21	0·30	0·45	...	0·35	0·14	0·09	—	—	—	...
	11	Thalkkumkonam ...	0·45	0·41	0·24	0·10	0·14	2·15	1·25	0·30	...	0·31	...	0·10	0·45	0·08	...	0·20	...	0·05	...	...
	14	Seethetol ...	0·45	0·00	...	...	0·32	0·78	0·00	0·13	...	0·21	...	...	0·00	0·00	...	...	...	...	...	...
	15	Kuzhitura (Vilavattikudi).	0·55	0·70	0·00	0·70	0·20	0·50	0·40	0·20	...	0·00	...	...	...	...	...	...	...	...	...	...
	17	Tekod ...	0·75	0·05	0·45	...	...	1·50	0·50	0·35	...	0·40	...	...	0·00	0·35	...	...	...	...	...	...
	18	Kuzhittura ...	0·55	0·70	0·31	...	0·10	1·00	1·07	0·20	...	0·10	...	...	0·37	...	0·13	0·50	...	...	...	...
	19	Nedumangad (Police station).	0·56	0·25	0·15	...	0·30	0·80	1·00	0·14	...	0·15	0·05	0·04	0·01	0·44	0·10	...	0·01	0·04	...	...
	20	Attiyannalil ...	0·61	0·04	0·01	...	0·30	0·22	0·05	0·07	...	0·00	0·00	0·03	0·10	0·07	...	...	...	...	...	...
	21	Talkala (Kallikkal).	0·38	0·30	0·15	...	0·05	1·20	1·35	0·35	...	...	...	0·15	0·10	...	...	...	...	...	...	...
	23	Thottol ...	0·70	0·30	0·23	...	0·00	1·05	0·60	0·16	...	...	...	0·07	0·23	...	0·74	...	...	...	...	...
	24	Kilakkal (Club factory).	0·65	0·75	0·14	...	0·34	0·87	1·40	0·33	0·00	0·07	0·02	...	0·13	0·14	0·21	...	...	...	...	...
	25	Kilakkal (Police station).	0·45	0·30	0·14	...	0·35	1·20	1·00	0·30	...	...	...	0·35	0·00	...	0·30	...	...	...	...	...
	26	Nagercoil ...	0·12	0·31	0·00	...	0·04	0·00	0·00	0·10	...	...	...	...	0·00	0·07	0·16	0·00	...	...	...	...
	27	Kilakkudi (Agastiswaram).	0·14	—	0·50	...	0·10	0·25	0·30	...	0·00	...	...	0·00	0·02	...	0·25	...	...	...	...	...
	28	Santapuram ...	0·31	0·25	0·15	...	0·05	0·45	1·00	0·40	...	...	...	...	0·00	0·04	...	...	...	...	...	...
	29	Rajakkamangalam ...	0·23	0·50	0·33	...	0·14	0·41	1·00	0·23	...	0·03	0·01	0·01	0·00	0·04	0·05	...	...	...	...	...
	31	Tamaraikulam. (Old Salt Factory).	0·45	...	0·30	...	...	0·30	0·70	0·00	...	...	...	0·05	...	...	...	...	...	...	...	...
	30	Tamaraikulam. (New Salt Factory).	0·10	...	0·10	...	...	0·40	1·13	0·00	...	...	...	0·03	0·10	...	0·00	...	...	...	...	...
	32	Eraniel ...	0·00	0·05	0·00	...	...	0·20	1·20	0·15	...	...	...	...	0·03	0·10	...	...	...	...	...	...
		Average ...	0·49	0·36	0·20	0·01	0·13	1·07	1·00	0·41	0·06	0·05	0·00	0·10	0·07	0·14	0·16	0·13	...	0·05	...	...
Cochin State	1	Ernakulam	1·73	0·73	0·17	0·40	1·00	2·34	0·43	0·35	0·30	0·75	1·01	0·01	0·00	0·14	0·07	0·01	0·10	0·10	0·13	...
	2	Cranganore	0·00	0·00	0·07	0·01	0·04	0·00	0·05	0·25	0·07	0·05	0·04	0·00	0·07	0·04	0·00	0·04	0·00	0·00	0·00	...
	3	Ira pakkAla	0·04	1·03	0·01	0·05	0·33	1·17	0·30	0·20	0·17	0·01	0·03	0·01	0·02	0·12	0·17	0·04	0·04	0·34	0·35	0·11
	4	Trichur	1·30	0·07	0·13	0·07	0·07	0·20	0·21	1·04	1·32	1·09	0·05	0·00	0·13	0·07	0·20	0·14	0·05	0·01	0·01	...
	5	Wadekkanchery	0·07	0·18	0·00	0·04	0·17	0·05	1·58	0·21	0·00	0·17	0·03	0·03	0·03	0·18	0·07	0·04	0·09	0·00	0·07	...
	6	Chittur ...	1·30	0·04	0·06	0·16	1·30	2·24	1·35	0·34	0·36	1·10	1·00	0·20	0·04	2·00	0·13	0·04	0·23	0·44	0·17	...
		Average ...	1·13	0·31	0·23	0·25	0·46	0·16	0·71	0·44	0·43	1·25	1·09	1·18	0·16	0·58	0·09	0·05	0·01	0·21	0·13	...
Malabar.	1	Alattur ...	1·70	0·49	...	0·31	0·70	0·31	1·78	0·78	0·00	1·04	1·05	0·41	0·04	0·11	0·09	0·05	0·04	0·06	0·00	...
	2	Palakkad ...	1·40	2·35	1·30	1·10	3·56	0·65	3·45	0·60	0·15	0·48	1·05	0·44	0·05	0·08	0·06	0·03	0·04	0·00	0·04	...
	3	Parli ...	1·20	0·17	0·01	0·11	4·76	0·41	1·40	0·05	0·02	1·24	0·41	0·00	1·07	0·14	0·11	0·00	0·04	0·19	0·10	...
	4	Ottapalam ...	1·10	0·43	0·11	2·01	0·42	0·05	1·01	2·20	0·32	0·37	1·23	0·02	0·20	0·42	0·14	0·01	0·12	0·28	2·30	...
	5	Shoranur ...	0·37	0·50	0·10	0·30	2·10	0·05	1·70	0·73	0·34	0·44	1·03	0·07	0·10	0·18	0·21	0·13	0·13	0·04	1·40	...
	6	Manjeri ...	1·03	0·06	0·83	1·00	3·23	0·15	4·89	2·79	1·04	0·39	1·16	0·06	1·79	0·09	0·03	...	0·10	0·04	1·10	...
	7	Perinthalmanna ...	0·94	0·59	1·02	0·01	0·47	0·10	4·55	1·08	0·74	0·56	0·72	1·21	0·03	1·04	0·09	0·02	0·10	0·08	0·71	...
	8	Manjeri ...	0·50	0·01	1·38	0·06	1·06	0·78	1·46	0·48	0·30	0·08	1·13	0·06	0·57	0·05	0·15	0·30	0·76	0·75	1·25	...
	9	Nilambur ...	0·90	1·17	0·00	0·00	0·13	0·13	0·05	...	0·28	0·25	0·04	1·01	2·01	1·23	0·03	0·18	0·07	0·03	1·00	...
	10	Vellod ...	1·05	0·02	1·13	0·14	0·40	0·10	2·75	1·34	1·13	1·00	0·17	0·00	1·02	0·47	0·11	0·04	1·13	0·76	2·77	...
	11	Mannarkkadu ...	1·04	1·04	0·20	1·07	0·10	0·70	7·11	0·49	0·31	0·10	1·13	0·00	1·70	0·33	0·03	0·10	0·13	0·13	1·75	...
	12	Irikkur ...	1·45	1·38	0·57	0·10	0·04	0·01	0·54	1·25	1·31	1·36	0·31	1·38	1·70	0·78	0·48	0·06	0·24	0·39	1·40	...
	13	Pattambi ...	1·01	0·05	0·04	0·36	1·04	0·04	3·15	0·10	0·06	0·06	1·06	0·08	0·46	0·52	0·14	0·10	0·20	0·14	0·30	...
	14	Talipparamba ...	1·13	0·37	0·14	1·70	3·04	1·75	0·00	1·50	1·00	0·06	0·78	1·40	1·53	0·30	0·35	0·25	0·25	0·30	0·03	...
	15	Cannanore ...	1·30	1·91	0·04	1·13	3·88	4·06	0·31	2·04	1·12	0·42	0·78	1·05	0·91	0·39	0·30	0·25	0·06	0·14	0·10	...
	16	Tellicherry ...	1·10	1·27	0·43	2·10	3·05	2·30	1·03	2·83	1·01	0·41	1·20	1·35	0·91	0·45	0·43	0·00	0·33	0·11	1·73	...
	17	Badagara ...	1·71	1·54	0·07	1·00	4·22	2·36	0·07	2·09	1·65	0·15	1·38	1·43	1·00	1·45	0·19	0·65	0·23	0·14	0·01	...
	18	Kozhikod ...	1·07	2·15	0·54	0·80	0·78	0·10	0·14	1·80	0·16	0·08	1·26	2·45	1·21	0·76	0·45	...	0·47	0·13	0·31	...
	19	Quilandi ...	1·27	0·49	0·36	0·60	0·78	0·07	0·91	1·20	1·13	1·00	1·31	2·13	0·96	0·45	...	0·47	0·13	0·31	0·01	...
	20	Calicut ...	1·35	0·78	0·30	0·73	0·61	0·56	0·73	1·05	2·69	1·32	1·73	1·12	0·96	0·16	0·16	0·23	0·31	0·10	0·19	...
	21	Tirur (golf) ...	0·95	0·00	0·14	...	0·75	1·00	4·20	0·14	0·74	0·32	1·30	1·23	0·75	0·40	0·13	0·18	0·58	0·21	1·01	...
	22	Parappanad ...	1·40	0·34	...	...	0·31	0·70	0·75	2·26	0·27	0·05	1·07	1·74	0·95	0·75	0·34	0·43	0·16	0·13	0·05	...
	23	Chowghat ...	1·26	0·10	0·07	0·16	4·05	0·13	2·95	1·60	0·79	1·45	1·23	0·30	0·30	0·45	0·23	0·30	0·13	0·09	0·34	...
	24	Talayolaparambu ...	1·10	0·05	0·11	0·40	3·84	3·63	4·09	2·04	0·91	0·59	1·38	2·15	1·21	0·78	0·39	0·78	0·06	0·15	0·31	...
	25	Cochin ...	1·00	0·60	...	0·48	1·06	1·84	4·03	0·18	0·43	1·80	1·07	0·48	1·61	0·30	0·08	0·13	0·13	0·05	0·15	...
		Average ...	1·19	1·08	0·57	1·04	2·80	1·03	4·02	0·11	1·58	0·00	1·51	1·24	1·19	0·76	0·31	0·23	0·19	0·08	1·24	...

Presidency for the month of July 1929—*contd.*

12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Stations.	District.
0·42	...	...	1·00	...	...	...	0·36	4·51	...	...	...	0·60	29·24	4·60	15·60	13·37	0·63	32	31·9	13 Panruti (Technical) (urban).	Trichinopoly—4th Cuddalore Division—*contd.*
0·70	...	0·24	0·16	0·31	...	...	...	0·13	0·14	0·13	0·17	0·13	14·13	0·48	10·06	10·12	4·07	26	31·8	14 Kumbakonam ...	
...	...	...	...	0·16	...	...	...	...	...	...	0·10	...	2·60	0·24	1·00	0·24	1·00	17	30·8	15 Ayakudi ...	
0·08	0·24	0·38	1·31	0·31	0·13	...	...	0·06	0·11	0·01	0·05	13·16	2·93	22·54	15·72	2·65	15	30·1	16 Aranthangi ...	
...	...	...	0·67	—	...	...	0·43	...	...	...	...	...	7·70	2·79	6·43	3·85	1·56	15	29·6	17 Shiyali (S. W. R. Office).	
...	...	...	0·61	...	...	...	0·31	...	...	...	...	...	6·02	1·45	5·12	0·21	1·37	14	29·4	18 Sheriffdon (Taluk Cutcherry).	
0·11	0·00	0·04	0·71	...	0·02	0·29	0·11	1·01	4·50	0·02	...	15·61	3·10	19·47	7·46	3·30	15	29·3	19 Cuddalore (Engineer's Office).	
0·28	...	0·06	0·50	...	...	0·13	...	1·45	0·13	0·38	...	14·13	0·30	16·63	13·06	1·60	15	31·1	20 Cuddalore (Taluk Cutcherry).	
...	...	0·06	...	...	...	...	0·60	...	...	...	...	2·46	1·10	0·40	10·15	0·20	14	29·6	21 Panruti ...	
0·39	0·05	0·14	0·37	0·11	0·04	0·17	0·47	1·08	0·15	0·11	0·10	11·05	0·10	21·02	13·60	—	14·1	29·5	Average.	
0·18	...	...	...	...	...	...	...	0·45	...	...	...	11·00	0·05	13·15	10·31	4·50	10	29·1	1 Attanji (Chengam Taluk).	Trichinopoly—5th Trichinopoly Division.
0·11	...	0·01	0·11	...	...	0·21	0·13	0·13	0·13	0·05	0·41	12·01	2·04	17·05	10·55	2·08	23	30·0	2 Nedungadi ...	
0·02	...	0·03	0·04	0·01	0·06	...	0·03	0·23	...	0·03	...	8·18	2·06	3·49	8·77	1·11	13	29·1	3 Tiruvaiyaru ...	
0·05	...	0·02	0·03	...	...	...	...	0·01	...	0·05	...	0·29	0·08	10·74	4·60	2·05	13	30·0	4 Pangala ...	
...	...	0·20	...	...	...	...	...	0·10	0·10	...	...	0·20	2·50	0·57	2·05	0·04	10	29·6	5 Nannilam ...	
...	...	...	...	...	...	...	...	...	...	...	...	4·50	2·01	8·30	0·30	1·02	10	31·2	6 Tiruvaiyaru ...	
...	...	...	0·35	0·10	...	...	0·09	...	...	...	0·30	0·40	0·01	0·01	0·03	0·03	2	31·1	7 Tachinpatti ...	
...	...	0·13	...	0·74	...	...	...	...	...	...	...	4·75	0·10	1·05	3·76	1·00	4	27·8	8 P.W. Channel (Sub-Office).	
...	...	...	...	...	...	...	...	...	...	...	0·20	0·71	0·21	0·03	1·02	1·01	13	0·0	9 Kaniyur ...	
...	...	...	0·35	0·10	...	...	...	...	...	...	0·10	0·40	1·01	1·10	1·01	0·20	11	29·0	10 Kulasekharam ...	
...	...	...	0·05	0·10	...	...	...	...	...	...	0·05	7·10	0·20	4·20	4·05	1·01	14	30·0	11 Pechen Dam ...	
...	...	0·05	0·25	...	...	...	...	...	...	...	...	0·35	0·01	0·05	1·30	1·01	10	29·3	12 Chorakkal ...	
...	...	0·10	0·34	...	...	...	...	...	...	...	0·15	0·40	0·10	0·15	0·54	0·38	13	29·5	13 Tiruvattar ...	
0·10	...	...	0·20	0·10	...	...	...	...	...	...	...	0·10	0·01	0·10	0·01	0·15	15	0·0	14 Thadikarapattanam ...	
...	...	0·08	0·25	0·10	...	...	...	...	...	...	...	4·00	0·05	0·17	0·31	0·10	10	0·0	15 Sembanad ...	
...	...	...	...	0·30	...	...	...	...	...	...	...	4·35	0·30	4·05	0·10	1·05	15	0·0	16 Lankatittu (Vilattikulam).	
...	...	0·10	0·00	...	...	...	...	...	...	...	...	4·40	0·10	0·30	4·01	1·07	16	0·0	17 Valod ...	
...	...	0·40	...	...	...	...	...	...	...	...	...	0·01	0·10	0·01	0·00	1·05	17	0·0	18 Mulakkumod ...	
...	...	0·40	0·01	0·10	0·10	...	...	...	...	...	...	0·40	0·01	0·00	0·00	1·00	15	0·0	19 Thiruppanthi (Taluk Office).	
...	...	...	0·21	0·05	...	...	...	...	...	...	...	0·00	0·12	0·10	0·15	0·05	7	0·0	20 Arumanadi ...	
...	...	...	...	...	...	...	...	...	...	...	...	4·00	0·00	4·00	4·10	1·05	9	0·0	21 Taikkal (Kalkulam).	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	22 Nagercoil ...	Travancore Area—19. Trivandrum Division.
...	...	...	...	...	...	...	...	...	...	...	0·04	3·74	0·01	3·76	2·00	1·03	9	0·0	23 Nagercoil (Salt Factory).	
...	...	...	...	...	...	...	...	...	...	...	...	3·82	0·04	3·80	1·75	1·05	10	0·0	24 Kolachal (Salt Factory).	
...	...	...	...	...	...	...	...	...	...	...	0·06	0·20	0·05	0·04	0·35	1·00	10	0·0	25 Kolachal (Police Station).	
...	...	...	...	0·00	...	...	...	...	...	...	...	0·10	0·01	0·04	0·20	0·00	3	0·0	26 Nagercoil ...	
...	...	...	...	...	...	...	...	...	...	...	...	0·10	0·01	0·00	0·00	0·00	2	0·0	27 Kalkkiri (Excise Department).	
...	...	...	...	...	...	...	...	...	...	...	...	0·70	0·01	0·70	0·00	0·00	1	0·0	28 Suchindram ...	
...	...	...	...	...	...	...	...	...	...	...	...	1·40	0·01	0·01	0·40	1·00	3	0·0	29 Kalakkanagalam ...	
...	...	...	...	...	...	...	...	...	...	...	...	1·40	0·01	0·00	1·40	0·00	3	0·0	30 Tamarakkulam (Old Salt Factory).	
...	...	...	...	...	...	...	...	...	...	...	...	2·01	0·01	0·20	1·00	1·00	3	0·0	31 Tamarakkulam (New Salt Factory).	
...	...	...	0·10	...	...	...	...	...	...	...	...	0·20	0·10	0·40	0·20	1·00	7	0·0	32 Kottaram ...	
0·01	0	0·00	0·01	0·03	0·01	0	0·01	0·07	0·01	0·01	0·00	0·04	0·01	0·00	0·01	...	11·1	0·0	Average.	
...	0·00	...	0·05	...	...	...	0·00	2·01	1·00	1·15	0·11	...	12·07	0·01	20·00	13·00	5·46	24	29·3	1 Ernakulam	Cochin State.
0·10	...	0·06	0·22	...	...	...	0·00	2·00	0·00	0·15	0·01	...	13·10	0·03	20·01	13·13	6·05	24	29·4	2 Cranganore ...	
0·02	0·00	0·17	0·30	...	...	...	0·00	1·00	0·00	1·12	0·10	...	10·17	0·00	20·00	13·11	6·00	23	29·4	3 Trichur ...	
0·01	0·00	0·10	0·11	...	...	...	0·10	2·00	0·00	0·07	0·10	...	10·00	0·00	20·00	13·11	6·00	23	29·4	4 Chittur ...	
0·06	0·00	0·01	0·00	0·10	0·00	0·00	0·10	1·03	0·00	0·02	0·00	0·01	11·01	0·00	17·00	10·03	5·00	23	29·4	5 Kottakkachery ...	
0·10	0·03	0·09	0·01	0·03	0·00	0·02	0·10	0·06	0·00	0·01	0·01	0·01	10·07	0·02	18·00	10·03	5·06	24	29·4	Cochin ...	
0·03	0·00	0·00	0·04	0·03	0·00	0·01	0·00	1·02	1·00	1·00	0·05	0	11·00	0·01	19·00	12·01	5·11	24	29·4	Average.	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	1 Alattur ...	Malabar.
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	2 Palghat ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	3 Pollachi ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	4 Dharapuram ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	5 Karur ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	6 Perundurai ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	7 Chengodu ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	8 Tiruchengodu ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	9 Namakkal ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	10 Vellimalai ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	11 Mannargudi ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	12 Nilakkottai ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	13 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	14 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	15 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	16 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	17 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	18 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	19 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	20 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	21 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	22 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	23 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	24 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	25 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	26 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	27 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	28 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	29 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	30 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	31 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	32 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	33 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	34 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	35 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	36 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	37 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	38 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	39 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	40 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	41 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	42 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	43 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	44 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	45 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	46 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	47 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	48 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	49 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	50 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	51 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	52 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	53 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	54 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	55 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	56 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	57 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	58 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	59 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	60 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	61 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	62 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	63 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	64 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	65 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	66 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	67 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	68 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	69 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	70 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	71 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	72 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	73 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	74 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	75 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	76 Tirumangalam ...	
0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	77 T

Daily Rainfall recorded in the Mad

District.	Stations.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
North Arcot.	Hosur	0·01	1·00	0·20	0·00	1·13	4·40	1·00	0·00	0·13	0·05	0·00	0·50	0·40	0·40	0·45	...	0·04	0·01	0·01	0·01	0·01
	Ramapuram	1·00	0·07	0·01	0·00	1·70	4·07	0·45	0·00	0·30	0·13	0·07	0·03	0·21	0·45	0·00	0·05	1·40	0·00	0·00	0·00	0·00
	Porur	2·40	1·00	0·73	0·74	3·07	6·10	0·00	0·34	1·00	0·07	0·03	0·02	0·45	1·40	0·00	0·00	0·00	0·00	0·00	0·01	0·01
	Bellampalli	1·10	1·23	0·04	0·03	4·75	7·07	0·15	2·00	1·33	1·00	1·70	2·04	1·70	1·10	0·45	0·20	...	0·04	0·04	1·10	0·01
	Bellary	3·47	0·03	0·40	0·03	4·03	6·00	2·03	4·01	3·30	0·03	1·15	0·01	0·01	0·01	0·04	...	0·04	0·04	0·04	0·01	0·01
	Bellary	1·01	0·03	0·00	0·00	2·20	6·00	2·10	2·53	0·30	1·03	0·05	0·00	0·00	0·07	0·11	0·00	0·00	0·00	0·00	0·13	0·13
	Mangalore	1·00	0·14	0·01	0·00	0·20	0·50	0·05	4·33	0·13	1·00	1·10	0·05	1·05	0·01	0·04	0·00	0·30	0·20	0·14	0·05	0·05
	Mulki	1·03	0·05	0·01	0·01	2·10	0·40	2·00	0·10	0·01	1·05	1·20	0·04	0·00	0·07	0·05	0·10	0·20	0·10	0·04	0·10	0·02
	Karkal	1·00	0·00	0·00	0·00	1·00	2·05	1·00	3·00	1·00	0·05	0·00	0·01	1·01	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Udipi	1·00	0·00	1·00	0·00	0·00	2·00	1·00	3·00	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Coondapoor	1·03	1·00	1·10	0·00	1·01	2·05	1·10	3·00	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Baindur	1·01	0·00	1·01	0·00	1·01	1·10	1·00	2·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Average	0·42	1·14	0·26	0·10	1·00	3·15	0·30	4·34	1·01	1·10	2·27	0·01	0·03	0·01	0·35	0·17	0·11	0·15	0·11	0·15	0·11
South Arcot.	Tindi	0·30	...	...	...	0·10	...	...	...	...	...	0·20	...	...	0·00	...	...	...	...	...	...	...
	Denkanikota	0·10	...	...	...	...	...	...	...	...	...	...	0·10	0·20	0·20	...	...	...	...	...	...	...
	Hosur	0·10	...	...	...	0·01	...	...	...	...	...	...	...	...	0·00	...	...	...	...	...	...	...
	Rayakota	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Krishnagiri	0·07	...	...	...	...	...	...	...	...	0·01	...	...	...	...	...	...	...	...	...	...	...
	Uttukkard	0·00	...	...	...	...	...	...	...	...	0·10	...	...	...	...	...	...	...	...	...	...	...
	Hosur	0·01	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Thirumanpuri	0·00	0·00	...	...	...	...	...	...	...	...	0·00	...	0·07	...	...	...	...	...	...	...	...
	Palacode	0·01	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Pennagram	0·00	0·15	0·00	...	...	...	...	0·00	0·14	0·00	0·01	...	...	...	...	...	...	...	...	...	...
	Omalur	0·01	...	...	...	...	...	...	0·01	0·00	0·10	0·01	...	...	...	...	...	...	...	...	...	...
	Salem	0·05	0·04	...	...	...	...	...	0·00	...	...	...	...	0·13	...	...	...	...	...	...	...	...
	Rasipuram	1·00	0·11	0·05	...	...	...	...	...	...	...	0·30	...	0·00	...	...	...	...	...	...	...	...
	Sankari	0·00	0·11	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Tiruchengode	0·00	0·00	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Tiruchengodu	0·03	...	...	...	...	...	...	...	...	...	0·00	0·00	0·00	...	...	...	...	...	...	...	...
	Attur	0·07	0·00	0·01	0·07	...	...	...	...	...	...	0·10	...	0·00	...	...	...	...	...	...	...	...
	Yelagiri	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Namakkal	0·00	0·01	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Paramathi	0·00	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Sendamangalam	0·00	0·00	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Average	0·20	0·05	0·01	0	0·00	...	...	0·00	0·00	0·07	0·05	0·01	0·05	...	...	...	...	...	...	...	...
	Tiruttani	7·10	...	0·12	...	1·00	...	...	0·40	1·00	0·02	...	...	...	...	...	...	...	...	...	...	...
	Average	1·15	0·00	0·02	0	0·00	...	...	0·00	0·10	0·00	0·05	0·01	0·05	...	...	...	...	...	...	...	...
Chingleput.	Kolegal	0·15	...	0·03	...	0·00	0·10	0·00	...	...	...	...	0·03	...	...	...	...	...	...	...	...	...
	Talavadi	0·23	0·07	...	...	...	0·25	0·11	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Satyamangalam	...	...	...	...	...	...	0·12	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Gobichettipalayam	...	0·04	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Dharapuram	...	0·47	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Erode	...	1·17	...	...	...	...	...	...	...	...	0·01	...	...	...	...	...	...	...	...	...	...
	Perundurai	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Kodumudi	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Udumalpet	0·11	...	...	...	...	...	...	...	0·37	...	...	...	...	...	...	...	...	...	...	...	...
	Dharapuram	0·00	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Kangayam	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Palladam	0·10	...	...	...	...	...	0·20	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Avinashi	...	...	...	...	...	...	0·31	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Gobi	...	...	...	...	0·15	0·00	0·00	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Chennimalai	...	...	...	...	...	...	0·00	...	...	...	...	...	...	...	0·07	...	...	...	...	...	...
	Perundurai-Kodumudi	...	...	...	...	...	...	0·00	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Mettupalayam	0·03	...	...	...	...	0·04	0·00	0·01	...	...	...	...	...	...	...	...	...	...	...	...	...
	Pollachi	0·23	...	0·05	...	0·01	0·08	1·02	...	...	0·02	0·04	0·01	0·02	0·17	0·20	...	...	...	...	...	...
	Aliyar	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Tuticorin	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Anaimalai Hills	1·00	0·00	1·00	1·00	2·03	2·05	1·10	1·00	0·75	1·01	1·05	1·00	1·05	0·00	0·04	0·05	0·00	0·00	0·00	0·15	0·10
	Manjar	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	Average excluding Anaimalai Hills and Manjar	0·13	0·03	0·03	...	0·01	0·04	0·31	0	0	0	0·02	0	0·01	0·03	...	...	...	...	...	0	0·02
	Average excluding Kollegal, Anaimalai Hills and Manjar	0·04	0·03	...	...	0·03	0·05	0·22	0·01	0	0	0·05	0	0·03	0·03	...	...	...	...	...	0	0·02
The Nilgiris.	Kotagiri	1·05	2·01	0·06	1·07	3·05	0·17	2·03	1·00	1·03	0·15	4·03	2·13	1·10	1·05	1·10	1·13	2·05	2·00	0·00	0·00	0·00
	Coonoor	0·11	2·00	0·01	1·04	0·04	0·03	2·05	0·02	0·20	0·17	2·03	0·01	0·05	0·01	0·01	0·01	0·01	0·01	0·00	0·00	0·00
	Kallumalam	1·00	1·01	0·03	0·01	1·01	0·03	4·00	0·00	0·00	...	0·00	0·00	0·00	0·03	1·05	0·00	0·00	0·00	0·00	0·00	0·00
	Pykara	0·10	0·04	0·00	0·05	0·04	0·01	3·07	0·00	...	...	...	...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Devarshola	0·20	0·04	...	...	0·07	0·01	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Nilgiridoh	0·01	0·04	...	...	0·00	0·00	1·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Ryots	0·10	0·06	...	0·03	0·10	0·00	1·00	0·00	...	...	...	...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Glenview	...	...	...	0·00	0·00	0·00	0·00	...	...	...	...	...	...	0·00	...	...	...	...	...	0·00	0·00
	Kotagiri	...	...	...	...	0·00	0·00	0·00	...	...	...	...	...	...	0·00	...	...	...	...	...	...	...
	Kotagiri	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·11	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Kotagiri	...	...	...	...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Kotagiri	0·10	...	...	...	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Average	0·37	0·71	0·01	0·33	0·00	1·07	1·00	0·13	0·01	0·15	0·00	0·00	0·00	0·00	0·00	0·17	0·01	0·00	0·01	0·01	0·01
Coorg.	Mercara	1·05	1·03	0·00	1·07	4·10	0·10	0·01	0·01	1·04	1·13	3·00	1·03	0·10	0·00	1·10	0·03	0·05	0·01	0·00	0·00	0·00
	Virajpet	2·05	1·03	0·07	1·05	7·00	0·00	0·00	0·00	1·10	0·08	0·00	0·00	1·05	0·01	0·10	0·00	0·00	0·00	0·00	0·00	0·00
	Fraserpet	0·04	0·00	0·00	0·07	1·04	0·01	0·00	0·15	0·00	0·00	0·00	0·00	0·00	0·01	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Somwarpet	0·03	1·03	0·00	0·01	1·00	0·00	0·00	0·13	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Ahwenda	1·00	1·00	0·10	0·00	4·00	0·00	0·00	0·13	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Cupala	1·00	1·00	0·10	0·00	4·00	0·00	0·00	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Nan varnatti	1·05	1·05	0·05	1·05	10·00	0·05	1·03	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Pennagram	1·00	1·00	0·03	0·01	1·05	0·00	1·00	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Hulikarmachi	1·04	1·04	0·03	2·03	3·03	0·01	1·00	0·11	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Sultanpet	1·07	1·05	0·07	10·00	14·00	0·00	0·03	0·13	1·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Average	1·00	1·03	0·03	1·00	5·10	0·02	0·02	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Average	1·00	1·01	0·03	1·00	5·03	0·03	0·00	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Average	1·00	1·01	0·03	1·00	5·03	0·03	0·00	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00
	Average	1·00	1·01	0·03	1·00	5·03	0·03	0·00	0·10	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00	0·00

Presidency for the month of July 1929—cont.

28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Stations	District
																			Madras	North Kanara.
																			Karwar	
																			Panjim	
																			Belgaum	
																			Bijapur	
																			Malvan	
																			Kolhapur	
																			Karad	
																			Dhond	
																			Coondapoor	
																			Bandar	
																			Average.	
																			Theni	Salem.
																			Dindigul	
																			Karur	
																			Erode	
																			Pattukottai	
																			Dharapuram	
																			Palladam	
																			Perundurai	
																			Chandur	
																			Salem	
																			Rasipuram	
																			Sankari	
																			Tindivanam	
																			Tirukoilur	
																			Arni	
																			Villupuram	
																			Namakkal	
																			Paramathi	
																			Gobichettipalayam	
																			Average.	
																			Tottapal.	
																			Average.	
																			Kulittal	Coimbatore.
																			Talamali	
																			Sattyamangalam	
																			Gobichettipalayam	
																			Bhavani	
																			Erode	
																			Perundurai	
																			Kodumudi	
																			Chennimalai	
																			Dharapuram	
																			Kangayam	
																			Palladam	
																			Avanashi	
																			Salem	
																			Gudalur	
																			Tiruppur	
																			Attimalai Hills	
																			Malumpur	
																			Average excluding Attimalai Hills and Malumpur	
																			Average excluding Kodaikanal, Attimalai Hills and Malumpur.	
																			Devala	The Nilgiris.
																			Gudalur	
																			Naduvattam	
																			Pykara	
																			Ootacamund	
																			Kodaikanal	
																			Kotagiri	
																			Coonoor	
																			Kotagiri	
																			Kundah	
																			Billichal	
																			Average.	
																			Mercara	Coorg.
																			Virajpet	
																			Periyapatna	
																			Somwarpet	
																			Ammati	
																			Napoklu	
																			Siddapura	
																			Hunsur	
																			Periyapatna	
																			Hebbetagala	
																			Suntikoppa	
																			Average.	

PRESERVED BY TAMILNADU ARCHIVES

Daily Rainfall recorded in the Madras

District.	No.	Station.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Cuddapah.	1	Pulivendla	...	...	...	...	...	...	...	...	...	...	...	0·09	...	...	...	...	...	...	...
	2	Jammalamadugu	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	3	Proddatur	...	...	...	...	...	0·03	...	...	...	...	...	...	...	...	...	...	...	...	...
	4	Kamalapuram	...	...	0·18	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	5	Cuddapah	0·38	...	0·18	...	...	0·03	...	...	...	...	...	...	...	...	...	...	0·21	...	...
	6	Badvel	0·09	...	...	...	...	...	...	...	0·80	...	...	...	...	...	...	...	...	0·04	...
	7	Sidhout	...	0·08	0·11	...	...	0·05	...	...	...	...	2·80	0·04	...	0·08	...	...	...	...	...
	8	Chitvel	...	...	...	...	...	0·21	...	...	...	...	0·28	...	...	...	...	...	...	...	...
	9	Rajampet	0·10	...	0·04	...	...	0·02	...	...	...	...	...	...	...	...	...	...	...	...	...
	29	Rayachoti	0·05	0·08	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	31	Lakkireddipalli *	0·42	0·30	0·26	...	...	...	...	...	...	...	0·03	...	...	...	...	...	...	...	...
	35	Vempalli *	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	13	Tangutur *	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	14	Porumamilla *	...	...	...	...	...	...	...	...	...	...	...	0·30	0·73	0·08	...	...	0·08	...	0·10
	15	Pullampet *	0·20	...	...	...	...	0·10	...	...	...	...	...	0·40	...	...	...	...	...	...	0·10
		Average (a)	0·03	0·01	0·02	...	...	0·04	...	...	0·08	0·18	0·03	...	0·03	...	...	...	0·02	...	0·01
Anantapur.	6	Madakasira	...	...	0·02	0·04	...	...	...	...	...	0·17	...	...	...	...	...	...	...	...	...
	7	Hindupur	...	...	0·19	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	8	Penukonda	...	...	0·18	...	...	0·13	...	...	...	...	...	...	...	...	...	...	...	...	...
	4	Dharmavaram	...	0·08	0·04	...	...	...	...	...	...	0·02	...	...	...	...	...	...	...	...	...
	5	Kalyandrug	...	...	0·06	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	6	Anantapur	...	...	...	...	0·38	0·04	...	...	...	...	...	...	...	...	...	...	...	...	...
	7	Tadpatri	...	...	...	...	0·34	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	2	Gooty	0·19	0·49	...	...	...	...	...	...	...	...	0·06	0·14	0·28	...	...	...	...	...	...
	3	Uravakonda	...	0·49	...	...	...	...	...	...	...	...	0·04	...	...	...	...	...	...	...	...
	10	Guntakal	...	0·08	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	0·13	...
	11	Yadiki	...	0·49	...	...	...	...	...	...	0·77	...	...	...	...	...	...	...	...	0·56	...
	12	Tadpatri	...	0·03	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	13	Kadiri	0·15	0·16	...	0·16	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	14	Tanakallu	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	15	Amarapuram *	...	...	...	...	...	0·38	...	...	...	...	...	...	...	...	...	...	...	...	...
	16	Gummalai *	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
		Average (a)	0·03	0·23	0	0·06	0	0·01	...	0·03	0·05	0·01	0·01	0·02	...	...	...	...	...	...	0·01
Bellary.	1	Tekkalakota	...	0·21	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	0·43
	2	Adoni	0·36	0·07	...	...	...	0·10	0·36	0·08	0·08	0·10	...	...	0·36	0·09	...	...	...	...	0·21
	3	Alur	0·39	...	...	...	...	...	...	...	0·06	0·15	...	...	...	...	...	...	...	...	...
	4	Nandyala	...	0·13	...	...	...	...	...	...	0·15	...	...	...	...	...	0·16	...	...	...	...
	5	Bellary	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	6	Siruguppa	...	...	...	...	...	...	...	...	0·40	...	...	...	...	...	...	...	...	...	...
	7	Kudligi	...	...	...	...	0·14	...	...	...	0·75	...	...	...	...	...	...	...	...	...	...
	8	Hospet	...	0·15	...	...	...	...	...	...	0·12	...	...	...	...	...	...	...	...	...	...
	9	Hadagalli	0·16	0·18	0·04	0·09*	...	0·18	0·03	0·03	0·03	0·18	...	0·11	0·14	0·02	...	...	...	...	...
	10	Harpanahalli	0·07	0·03	...	...	0·56	0·21	0·32	0·36	0·36	...	0·13	0·27	...	...	...	...	...	...	...
	11	Kudligi	0·06	0·21	0·00	...	...	0·21	0·12	...	0·16	...	0·27	0·10	...	...	...	...	...	...	...
	12	Kottur *	...	...	...	...	0·10	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	13	Kambiri *	...	...	...	...	...	...	...	...	...	...	...	0·28	...	...	...	...	...	...	...
	14	K. Cogli *	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	0·24	...	...
	15	Kurugodu *	...	...	...	...	...	0·35	...	...	0·07	...	...	...	...	...	...	...	...	...	...
		Average (a)	0·08	0·12	0·01	0·03	0·04	0·01	0·10	0·07	0·10	0·06	0·04	0·11	...	0	...	...	...	...	0·01
Kurnool.	1	Markapur	0·45	...	...	...	...	...	0·06	...	...	...	0·06	0·03	0·13	0·08	...	...	0·11	...	0·15
	2	Cumbum	...	0·60	0·31	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	3	Giddalur	...	0·11	0·15	...	...	...	0·04	...	...	...	0·04	0·08	0·23	0·04	...	...	...	...	0·01
	4	Ahobilam	...	...	...	...	...	...	...	...	...	...	0·37	0·31	0·04	0·09	...	...	...	...	0·31
	5	Nandyal	0·14	0·07	...	...	...	...	...	...	...	...	...	0·10	...	...	...	...	...	...	0·09
	6	Veldurti	0·25	...	0·45	...	0·20	...	...	...	...	...	...	0·33	...	...	...	...	...	...	...
	7	Owk	...	...	...	...	...	...	...	...	...	...	...	...	0·05	0·09	...	...	...	...	0·27
	8	Koilkuntla	...	...	...	...	...	0·18	0·30	...	0·11	0·18	...	...	...	0·09	...	...	...	...	0·07
	9	Allagadda	0·25	0·34	0·13	0·06	...	...	...	...	...	...	...	0·26	0·05	0·21	...	...	...	...	0·08
	10	Nandikotkur	...	0·15	0·05	...	...	...	0·06	...	...	...	...	0·28	...	0·28	...	...	0·11	...	0·21
	11	Kurnool	0·08	0·25	0·10	0·04	0·16	...	0·04	0·04	0·04	...	0·13	0·08	...	0·57	...	...	...	...	0·15
	12	Pattikonda	...	0·26	...	...	...	0·30	0·12	0·02	0·02	...	0·08	0·01	...	4·06	...	...	...	...	0·02
	13	Dhone	...	...	...	...	...	...	0·04	...	...	...	...	...	...	0·31	...	...	...	...	...
	14	Peapalli	0·06	...	...	...	0·16	...	0·04	...	...	0·04	0·16	0·04	...	0·04	...	...	...	...	...
	15	Pattikonda	...	...	...	...	...	...	...	...	...	...	0·04	...	...	...	...	...	...	...	...
	16	Gudur	...	...	...	0·05	...	...	...	...	...	...	0·24	...	...	...	...	...	...	...	0·24
		Average	0·13	0·13	0·14	0·01	0·01	0·03	0·06	0·10	0·07	0·03	0·07	0·03	0	...	...	...	0·02	0·01	0·11

* Excluded from totals and averages.

(a) Calculated only with reference to those stations for which normals are available.

Board (Land Revenue and Settlement),
Madras, 23rd August 1929.

Presidency for the month of July 1929—*cont.*

13	14	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	Station.	District.
20	21	22	23	24	25	26	27	28	29	30	31	Rainfall from 1st to 31st.	Rainfall from 1st to 31st.	Total rainfall for the month.	Average rainfall for the month.	Greatest rainfall during the month.	Total number of rainy days in the month.	Average number of rainy days in the month.		
																			1 Pallavaram	Chingleput.
																			2 Jammalamadugu	
																			3 Proddatur	
																			4 Nandyal	
																			5 Cumbum	
																			6 Badvel	
																			7 Siddhavattam	
																			8 Cuddapah	
																			9 Malampet	
																			10 Rajampet	
																			11 Lakkireddipalli	
																			12 Ye Gandi	
																			13 Vempalle	
																			14 Peramanapalle	
																			15 Pullampet	
0	0·13	0·04	...	...	...	...	0·01	0·04	0·13	0·05	0·02	0·46	0·10	0·10	0·59	...	21	67	Average (a)	
																			1 Madanapalle	Anantapur.
																			2 Hindupur	
																			3 Penukonda	
																			4 Dharmavaram	
																			5 Tadpatri	
																			6 Rayadrug	
																			7 Kambadur	
																			8 Gooty	
																			9 Yadiki	
																			10 Tadpatri	
																			11 Kadiri	
																			12 Tanakallu	
																			13 Amarapuram	
																			14 Gutakal	
0·06	0·01	0·02	...	...	...	...	0·00	0·00	...	...	...	0·09	0·13	0·22	0·49	...	2·4	4·0	Average (a)	
																			1 Yemiganur	Bellary.
																			2 Adoni	
																			3 Alur	
																			4 Siruguppa	
																			5 Bellary	
																			6 Hatnarug	
																			7 Sandur	
																			8 Hospet	
																			9 Hunagund	
																			10 Harpanahalli	
																			11 Kudligi	
																			12 Rayal Kal	
																			13 Kondapuram	
																			14 Kurnool	
0·13	0·04	0·05	...	...	...	...	0	0·01	0·10	0·05	0·01	0·19	0·15	1·34	2·74	...	4·0	8·0	Average (a)	
																			1 Markapur	Kurnool.
																			2 Cumbum	
																			3 Giddalur	
																			4 Allagadda	
																			5 Nandyal	
																			6 Nandikotkur	
																			7 Owk	
																			8 Kurnool	
																			9 Adoni	
																			10 Yemiganur	
																			11 Kurnool	
																			12 Pattikonda	
																			13 Yemmiganur	
																			14 Dhone	
																			15 Gooty	
0·13	0·03	0·03	0·03	0·02	...	...	0·00	0·01	0·03	0·00	...	1·00	0·74	1·83	4·28	...	9·2	17·1	Average.	

K. RAMAN NAYAR,
Assistant Secretary.

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SUPPLEMENT TO PART II

OF

THE FORT ST. GEORGE GAZETTE

No. 40] MADRAS, TUESDAY EVENING, OCTOBER 1, 1929. [Price, 6 *pies*.

SEASON REPORT FOR AUGUST 1929.

SECTION I.—Statement showing the average fall of rain in each district during the month of August 1929 and also the total fall of rain from 1st April up to the month compared with the corresponding figures of the preceding year and with the averages for a series of years ending 1920.

Districts.	Average for 51 years.			1928-29.			1929-30		
	In the month.		From 1st April up to the month.	In the month.		From 1st April up to the month.	In the month.		From 1st April up to the month.
	Rainy days	Rainfall		Rainy days.	Rainfall.		Rainy days.	Rainfall	
	no.	inches	inches.	no	inches.	inches.	no.	inches.	inches.
Circars—									
1. Ganjam	12·4	9·07	27·99	11·0	7·94	30·05	10·7	9·88	24·95
2. Vizagapatam { Agency / Littoral	18·8	14·66	45·38	18·1	6·05	37·13	12·4	10·93	44·85
	10·4	6·51	20·63	10·5	6·80	22·28	10·6	4·76	20·53
3. East Godavari	11·0	7·13	23·34	9·8	3·77	20·88	7·6	5·72	24·64
4. West Godavari	9·9	6·82	21·03	6·5	3·37	18·23	11·8	6·48	18·82
5. Kistna	10·1	6·78	20·41	8·8	5·28	17·68	10·1	8·24	18·47
6. Guntur	8·7	6·14	15·06	9·6	3·84	14·85	8·8	4·28	20·24
Deccan—									
7. Kurnool	7·8	3·51	13·28	7·9	3·48	12·81	8·1	2·99	8·53
8. Bellary	8·8	3·24	11·02	9·5	3·52	13·56	8·1	1·51	9·70
9. Anantapur	6·8	3·23	10·33	9·4	3·06	11·05	2·8	0·95	6·28
10. Cuddapah	8·8	4·38	11·82	7·8	4·69	11·57	3·9	1·06	8·75
Carnatic—									
11. Kellore	8·4	3·03	8·76	5·3	3·69	8·27	4·9	1·71	8·26
12. Madras	7·9	4·54	12·82	11·8	4·93	8·29	3·9	4·48	9·13
13. Chingleput	7·9	5·00	12·48	11·7	7·50	13·86	8·2	6·23	11·48
14. South Arcot	7·8	5·40	13·13	11·2	5·83	15·45	6·5	5·96	15·47
Central—									
15. Chittoor	6·8	4·29	12·83	7·1	3·12	10·08	7·0	3·01	9·01
16. North Arcot	7·8	5·40	14·70	9·3	5·66	14·72	7·3	6·29	12·20
17. Salem *	6·7	4·92	14·58	1·4	0·35	12·97	4·1	1·49	13·34
18. Coimbatore †	3·8	3·09	10·18	4·2	1·77	8·69	2·8	1·18	13·80
19. Trichinopoly	6·1	3·67	13·56	6·6	1·64	6·54	6·5	2·05	8·99
South—									
20. Tanjore	9·0	6·30	20·81	5·8	3·31	19·42	5·9	4·44	9·97
21. Madura ‡	4·3	3·42	10·98	2·1	0·85	9·09	2·7	1·12	23·25
22. Ramnad	3·6	2·40	8·28	1·8	1·04	7·14	0·3	1·05	10·30
23. Tuticorin	2·5	0·48	6·18	0·8	0·10	4·90	1·0	0·30	6·33
West Coast—									
24. Malabar	19·7	15·66	51·15	24·0	25·24	74·04	20·4	19·84	127·50
25. South Kanara	20·7	27·51	120·21	20·2	39·37	115·75	28·0	21·03	145·67
Hills—									
26. The Nilgiris	13·8	9·72	43·10	16·5	13·05	38·28	13·9	7·67	48·29

* Excluding Tiruvad.

† Excluding Kollegal, Annamalai Hills and Malanur.

‡ Excluding Kodaikanal.

SECTION II.—Statement showing the extent of cultivation (Government and minor inams only) from April to August 1929.

[Area in hundreds of acres, i.e., 00 being omitted.]

District and Group.	Percentage of the area of Government and minor inams to the total area.	Area cultivated in August 1929.				Area cultivated from April to August 1929.				Area cultivated from April to August 1928.				Average area cultivated from April to August (a)				Percentage of the average area sown from April to August to the average cultivable area. (c)		District and Group.
		First crop.		Second crop.		First crop.		Second crop.		First crop.		Second crop.		First crop.		Second crop.				
		Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	Dry.	Wet.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
		Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.	Acs.			
Ganjam	58	57.2	1.0,1	2	4.7	247,4	110,1	2	6,7	168 5	166,8	7	4,1	160,4	163,6	6	6,5	68	66	Ganjam.
Vizagapatam	6	7.0	30,2	1,7	13,4	100,4	76,3	2,6	12 8	99,6	80,0	1,8	13,8	96,6	86,0	2,1	10,8	67	62	Vizagapatam.
Godavari, East	69	54,1	58,1	9	1	202 8	216,7	1,6	1	206,6	201,3	6,2	1	207,8	272,6	1,6	3	56	74	Godavari, East.
Godavari, West	45	47,7	69,1	6	Nil	178,7	266,1	7	Nil	190,0	269,2	1	Nil	(a)125,4	(a)213,8	(b) 9	Nil	58	76	Godavari, West.
Kistna	61	39 4	80,0	1	Nil	118,4	227,9	1	Nil	115,8	215,7	Nil	Nil	(b)97,0	(b)209,3	(b) 7	Nil	60	80	Kistna.
Guntur	61	36,8	112,2	2	3	61,1	237,7	2	1	(c)84,3	(c)259,0	6	Nil	76,8	216,0	4	1	42	63	Guntur.
Circars	43	567.5	479,7	3,3	18,3	1,446,6	1,414,0	4.6	15.5	1,638.2	1,542,7	5.5	18 1	1,422.2	1,408.2	5.8	24,3	45	58	Circars.
Karnool	52	310,3	0,3	Nil	Nil	603,3	17,3	Nil	Nil	607.4	34,8	Nil	Nil	636,0	30,6	2	Nil	44	44	Karnool.
Bellary	56	311,7	11,8	2	2,0	580,8	25,5	6	0,7	1,281,6	27,8	3	2,7	622,0	22,6	3	1,4	60	61	Bellary.
Anantapur	56	326,0	11,6	1	Nil	586,9	24,7	1	Nil	737,2	60,2	6	3	671,5	61,0	3	2	59	64	Anantapur.
Cuddapah	54	69,6	0,8	7	Nil	111,2	10,0	3	Nil	239,9	66,4	2	3	202,2	29,4	3	2	29	26	Cuddapah.
Deccan	95	827.4	33,7	1,0	2.5	1,551,2	99 4	3,1	2.7	3 045 9	142.9	5	2.2	2,552.9	141.3	1,0	1,5	37	39	Deccan.
Nellore	50	20 0	4,6	1	Nil	47,2	11,6	6	Nil	83,3	22,6	4	3	93,0	45,0	3	2	18	17	Nellore.
Chingleput	69	84,0	48,0	3	2	130,4	61 6	3	2	61,0	23,5	1	2	102,7	83,4	6	1,0	37	19	Chingleput.
South Arcot	54	210,8	76,2	3,4	4	340,4	169,6	8,6	7	340,4	93,0	6,1	1,1	344,1	107,6	3,2	1,1	33	31	South Arcot.
Carnatic	68	284,8	85.7	3.7	1.3	524,1	212,9	4,3	1,6	515,6	207.1	3,0	1 9	543.7	241,8	4,3	2,3	28	26	Carnatic.
Chittoor	51	49,7	10,8	2	2	136,0	38,2	6	3	212,6	42,1	7	1,1	232,6	48,0	6	7	69	44	Chittoor.
North Arcot	64	201,0	42,3	3,1	1,8	393,7	108,7	8,4	3,5	497,0	198,8	3,2	2,1	447,2	114,0	2,0	1,0	54	32	North Arcot.
Salem	78	163,0	7,5	3,2	3,0	(c)449,7	66 3	3,7	1,4	(c)416,3	(c) 67,3	(c) 7,1	(c)1,6	352,7	68,3	4,6	1,6	55	47	Salem.
Coimbatore	57	102,1	12,8	0,8	0	7-8,6	59,0	10,6	1,3	213,6	62,0	0,7	6	791,0	51,6	8,0	7	49	46	Coimbatore.
Trichinopoly	50	80,6	21,7	0	2	166,1	73,1	7	4	(c)219,2	73,0	(c) 9	6	166,1	63,0	8	4	16	29	Trichinopoly.
Central	68	742,2	93,2	15.9	3.3	2,003.1	329 3	18,8	4.8	2,388.2	338.2	21.6	6.1	2,260.6	336.5	17.4	5.4	41	36	Central
Tanjore	70	33,6	146,7	1	2	90,8	225,6	1	2	91,0	133,6	Nil	6	97,8	355,1	1	6	34	19	Tanjore.
Madura	62	28,0	13,6	2,1	7	146,0	91,0	2,8	1,4	115,0	60,5	2,8	1,7	150,6	81,6	6,6	1,7	20	28	Madura.
Ramnad	81	1,5	6	Nil	1	19 0	11,7	Nil	1	22,0	6,1	Nil	1	24,5	11,7	1	2	8	28	Ramnad.
Tinnevelly	66	2,5	10,6	1	1,0	135,0	12,0	2	1,7	106,7	10,3	2	0	119,4	123,4	3	1,6	21	40	Tinnevelly.
South	68	64,5	195.4	2.3	2,3	364.3	453.6	3,1	3.4	335,7	331,5	2,9	2.6	401.7	370,7	4.0	3.6	21	25	South.
Malabar	100	64,1	38,4	9	7,6	606,0	479,8	8	7,6	851,3	464,1	2	8,1	758,9	486,8	6	6,6	56	62	Malabar.
South Kanara	100	14,6	7,3	Nil	Nil	241,6	393,9	Nil	Nil	198,7	482,1	Nil	Nil	131,5	461,4	Nil	Nil	26	48	South Kanara.
West Coast	100	68,7	40,7	6	7.6	1,049.0	873.3	8	7.6	985,2	866 2	3	8,1	890.0	857.9	3	3.8	89	64	West Coast
The Nilgiris	100	2,6	8	Nil	Nil	(c)150,3	4.7	Nil	Nil	(c) 75.8	4.4	Nil	Nil	76.4	4.9	Nil	Nil	94	85	The Nilgiris.
Grand Total	66	2,658,1	635.2	26.8	35.2	7,048,5	3,367.2	32.7	38.6	9,017.7	3,433.1	34,5	34.3	8 175.2	3 393.5	32.7	41.4	40	46	Grand Total.

(a) Average of the five years ending 1928-29.

(b) Average of the four years ending 1928-29.

(c) Revised figure.

SECTION III.—Statement showing the average prices of the principal food-grains and salt for the month of August 1929.

Group.	Districts.		Number of Imperial Seers per 80 Tolas per Rupee.					
			Rice—second sort.			Ragi.		
			In the previous month.	In the month.	In the corresponding month of the previous year.	In the previous month.	In the month.	In the corresponding month of the previous year.
(1)	(2)		(3)	(4)	(5)	(6)	(7)	(8)
1. Circars	1 Ganjam	Agency	8·1	8·1	8·1	17·8	17·8	17·8
		Littoral	7·1	7·1	4·6	16·0	12·8	11·6
	2 Vizagapatam	Agency	8·6	9·1	9·1	14·4	14·0	16·2
		Littoral	5·1	5·2	5·5	12·2	12·8	10·6
	3 Godavari, East	Agency	9·4	9·3	8·8	14·0	14·8	16·0
		Littoral	8·8	8·8	8·8	13·2	13·5	12·2
	4 Godavari, West		7·2	7·2	8·7	11·6	11·8	10·9
	5 Kistna		7·0	7·1	8·7	13·4	12·1	10·7
	6. Guntur		5·8	6·8	6·0	11·6	11·8	10·0
	7. Kurnool		6·1	5·6	5·6	11·1	10·8	10·5
2. Deccan	8 Bellary		8·7	5·8	6·3	11·8	11·5	11·0
	9 Anantapur		6·8	6·0	6·5	10·8	10·4	9·7
	10. Cuddapah		8·8	6·3	6·1	11·8	11·3	9·8
	11. Nellore		6·8	6·4	6·5	11·8	11·8	9·9
3 Carnatic	12. Chingleput		7·1	7·1	5·8	9·4	9·6	8·2
	13 Madras		4·2	4·9	4·8	7·8	8·2	7·6
	15 South Arcot		4·9	5·7	5·5	10·8	10·5	8·8
	16 Chittoor		6·1	6·0	5·8	9·6	9·6	8·8
	18 North Arcot		4·8	4·8	4·8	9·2	8·2	8·4
4 Central	17 Salem		5·7	5·7	6·5	9·4	9·8	8·1
	19. Coimbatore		5·8	5·1	5·0	8·7	8·8	8·8
	14. Trichinopoly		5·8	5·8	5·5	8·8	8·6	8·8
	20. Tanjore		5·9	5·5	5·8	9·1	9·1	7·4
5. South	21. Madura		5·8	5·8	5·3	9·4	9·9	8·3
	22. Ramnad		5·7	4·8	5·8	10·8	10·8	10·1
	23. Tinnevelly		7·0	6·8	5·4	10·6	11·0	9·7
6. West Coast	24. Malabar		5·8	5·0	5·6	.	—	—
7. Hills	25. South Kanara		7·1	7·3	6·3	.	..	..
	26. The Nilgiris		6·5	6·3	6·2	7·5	7·4	7·5

Group.	Districts.		Number of Imperial Seers per 80 Tolas per Rupee—cont.								
			Cholam.			Cumbu.			Salt.		
			In the previous month.	In the month.	In the corresponding month of the previous year.	In the previous month.	In the month.	In the corresponding month of the previous year.	In the previous month.	In the month.	In the corresponding month of the previous year.
			(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
1	1 Ganjam	Agency	..	..	..	..	..	..	9·7	9·7	9·7
		Littoral	..	..	..	..	..	..	17·3	17·8	18·2
	2. Vizagapatam	Agency	..	..	..	10·0	10·0	13·3	9·4	10·4	10·3
		Littoral	..	..	..	11·2	11·2	10·7	15·6	15·8	16·0
	3. Godavari, East	Agency	12·8	12·8	11·4	14·0	14·0	16·0	13·0	13·0	13·1
		Littoral	12·6	11·6	10·6	14·2	13·8	11·9	17·1	17·3	17·1
	4 Godavari, West		11·0	11·0	10·0	11·0	11·0	9·6	16·6	16·6	16·6
	5 Kistna		9·8	9·8	9·3	11·0	11·0	9·0	16·7	16·8	16·6
2	6. Guntur		10·0	10·1	8·9	9·1	9·1	9·1	15·0	15·4	15·5
	7 Kurnool		10·9	10·6	9·5	9·5	9·3	9·2	13·5	13·8	13·7
	8 Bellary		10·5	10·0	11·0	..	..	..	12·9	13·3	13·7
	9. Anantapur		10·8	10·7	10·3	11·4	10·7	10·2	13·7	13·8	14·3
	10 Cuddapah		11·4	11·0	9·8	9·8	9·8	8·2	14·2	14·1	15·4
	11. Nellore		11·0	11·4	9·5	9·8	9·8	9·1	13·9	15·0	15·6
3	12 Chingleput		.	..	..	..	..	..	15·0	15·2	20·1
	13. Madras		.	..	..	..	..	..	20·7	20·7	20·7
	14. South Arcot		..	..	..	9·6	9·6	7·8	17·0	16·8	17·7
	15 Chittoor		..	..	..	9·9	9·8	9·5	15·6	15·5	15·5
	16. North Arcot		..	..	..	8·9	8·9	9·1	13·2	13·1	13·0
4	17. Salem		9·6	9·6	8·2	7·9	7·7	7·4	13·4	13·0	14·5
	18. Coimbatore		8·2	8·2	7·5	8·1	8·0	8·4	14·9	14·8	11·3
	19 Trichinopoly		9·1	9·0	9·4	8·3	8·3	7·4	15·8	15·9	15·9
	20. Tanjore		..	..	..	7·0	7·0	9·2	14·5	15·0	15·4
5	21. Madura		10·2	10·0	10·8	9·0	8·7	7·8	17·2	17·2	16·7
	22. Ramnad		11·6	11·6	9·8	9·2	10·0	8·6	19·0	19·1	18·6
	23. Tinnevelly		14·3	14·4	10·1	8·8	9·0	7·9	20·1	20·2	20·8
6	24 Malabar		..	..	..	..	..	..	14·1	14·1	13·8
	25. South Kanara		..	..	..	..	..	..	15·6	15·0	15·6
7	26. The Nilgiris		..	..	..	..	..	..	10·1	9·6	9·5

REMARKS.—As compared with the previous month, the price of rice was stationary at fifteen districts, rose in eight and fell in three; ragi was stationary in five districts, rose in eleven and fell in eight; cholam was stationary in three districts, rose in eight and fell in four; cumbu was stationary in seven districts, rose in six and fell in six; salt was stationary in seven districts, rose in eight and fell in eleven. (Agency excluded from the remarks.)

Board (Land Revenue and Settlement),
Madras, 20th September 1929.

P. G. HOLDSWORTH,
Secretary.

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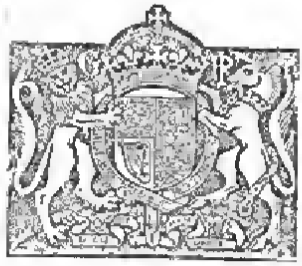

SUPPLEMENT TO PART II

OF

THE FORT ST. GEORGE GAZETTE

No. 40] MADRAS, TUESDAY EVENING, OCTOBER 1, 1929. [Price, 8 pies.

ABSTRACT OF SEASON REPORT FOR THE WEEK ENDING 28th SEPTEMBER 1929.

GENERAL SUMMARY.

(Report from the Nilgiris not received.)

Rainfall very heavy in Malabar and South Kanara, heavy in West Godavari and moderate in other districts except Nellore and South Arcot Sowing and transplantation of paddy proceeding in parts of Kistna, Cuddapah, Nellore, South Arcot, Coimbatore, Trichinopoly, Madura and South Kanara and sowing of dry crops in parts of the East and West Godavari, Kurnool, Bellary, Cuddapah, Coimbatore, Trichinopoly and Madura. Standing crops generally fair to good. Harvest of paddy in Ganjam, East Godavari, South Arcot, Tinnevelly, Malabar and South Kanara, ragi in Ganjam, Nellore and South Arcot, cumbu in Nellore and South Arcot, gingelly in Ganjam and East Godavari and groundnut in Ganjam, South Arcot and Coimbatore proceeding; outturn generally fair to normal. Condition of cattle generally fair to good. Fodder generally sufficient. Water-supply generally sufficient except in parts of Anantapur, Nellore, South Arcot, North Arcot, Trichinopoly, Madura and Ramnad. Prices generally stationary.

B. G HOLDSWORTH,
Secretary.

BOARD (LAND REVENUE AND SETTLEMENT),
MADRAS, *1st October 1929.*

DISTRICT REPORTS.

GANJAM.

Water-supply generally sufficient. 44·40 feet of water in the Russellkonda reservoir (F.T.L. 45·5) and 23·15 feet of water in the Serada reservoir (F.T.L. 28). Standing paddy crop good. Harvest of paddy, ragi, groundnut and gingelly proceeding; outturn of paddy poor; ragi normal; rest fair. Pasture available. Fodder generally sufficient. Condition of cattle good. More rain needed in parts.

VIZAGAPATAM.

Water-supply generally sufficient except in two taluks. Pasture available Fodder sufficient. Condition of cattle generally good. More rain needed in parts.

EAST GODAVARI.

Water-supply generally sufficient except in parts of upland taluks The Godavari 3·07 feet above the crest of the anicut. Sowing of cholam, horsegram and cbillies proceeding. Standing crops generally fair to good. Harvest of paddy, maize, cumbu and gingelly proceeding; outturn fair to normal. Pasture available Fodder generally sufficient Condition of cattle generally good

WEST GODAVARI.

Water-supply generally sufficient except in parts of the upland taluks. Sowing of cholam proceeding. Sowings normal. Standing crops fair to good. Harvest of korra proceeding; outturn fair. Pasture available Fodder sufficient. Condition of cattle generally good, but rinderpest prevails in parts.

KISTNA.

Water-supply generally sufficient except in parts of the upland taluks. The Kistna 5·20 feet above the crest of the anicut. Transplantation of paddy concluded in deltaic tracts. Standing crops generally fair. Pasture generally available. Fodder generally sufficient. Condition of cattle generally fair.

GUNTUR.

Water-supply generally sufficient for drinking in tanks and wells; supply in canals sufficient for irrigation. Transplantation of chillies proceeding. Standing paddy crop fair. Pasture generally available. Fodder generally sufficient. Condition of cattle generally good. More rain needed in parts.

KURNOOL.

Water-supply generally sufficient for irrigation in Kurnool Cuddapah canal and canal fed tanks. Rain-fed tanks have received partial supplies. The Tungabhadra 1·33 feet above crest. Sowing of

cholam and cotton proceeding. Pasture generally available. Fodder generally sufficient. Condition of cattle generally good. More rain needed in parts.

BELLARY.

Water-supply generally sufficient. Sowing of cholam and cotton proceeding. Pasture scarce. Fodder generally sufficient. Condition of cattle generally good.

ANANTAPUR.

Water-supply insufficient for irrigation except in limited areas under a few wells and nalas. Recent rains have brought partial supplies to some tanks. Pasture sprouting. Fodder available in limited quantities. Condition of cattle generally good. More rain needed in parts.

CUDDAPAH.

Water-supply generally sufficient. Sowing of paddy, cholam, ragi, korra, arika and groundnut proceeding. Standing crops fair. Pasture sprouting. Fodder sufficient. Condition of cattle generally good.

NELLORE.

Water-supply generally insufficient except in parts of four taluks and one division. 1·7 feet of water in Mopad reservoir (F.T.L. 27·4). 13·90 feet in Kanigiri reservoir (F.T.L. 21·46). Transplantation of paddy proceeding in parts. Standing crops generally fair to good. Harvest of ragi completed and of cumbu proceeding, outturn of ragi poor and of cumbu poor to fair. Pasture generally available except in parts. Fodder generally sufficient. Condition of cattle generally good.

CHINGLEPUT.

Water supply sufficient. Sowings normal. Pasture available. Fodder sufficient. Condition of cattle generally fair, but rinderpest prevails in parts.

SOUTH ARCOT.

Water-supply generally insufficient except in parts of three taluks. Sowing and transplantation of paddy proceeding. Standing crops fair. Harvest of paddy and groundnut concluding and of ragi and cumbu proceeding, outturn fair. Pasture available. Fodder sufficient. Condition of cattle generally good.

CHITTOOR.

Water-supply below normal except in three divisions. Pasture generally available. Fodder generally sufficient. Condition of cattle generally fair. More rain needed.

NORTH ARCOT.

Water-supply generally sufficient except in parts. Standing crops generally fair. Pasture available. Fodder generally sufficient. Condition of cattle generally good.

SALEM.

Water-supply for irrigation sufficient in parts of Hosur, Krishnagiri and Uttangarai and under the Cauvery channels in the Namakkal taluk and generally insufficient elsewhere. Drinking water generally sufficient except in parts of one taluk. Standing crops fair. Pasture generally available. Fodder sufficient. Condition of cattle generally good.

COIMBATORE.

Water-supply generally sufficient except in parts. 11·50 feet of water in the Cauvery at Erode. Transplantation of paddy and ragi, sowing of cholam and cumbu and planting of sugarcane proceeding. Sowings normal. Standing crops fair to good. Harvest of groundnut and cutting of sugarcane proceeding; outturn fair. Pasture generally available. Fodder sufficient. Condition of cattle generally fair.

TRICHINOPOLY.

Water-supply in wells and rain-fed tanks insufficient in parts. Supply in river channels sufficient. Sowing and transplantation of paddy and sowing of cholam and varagu proceeding in parts. Standing crops fair. Pasture available. Fodder sufficient. Condition of cattle fair.

TANJORE.

Water-supply generally sufficient. Height of water at the Grand Anicut 3 feet above crest. Discharge in the Coleroon over lower anicut northern and southern branches 7·5 feet in each. Pasture generally available. Fodder generally sufficient. Condition of cattle generally good but rinderpest prevails in parts.

MADURA.

Water-supply generally sufficient in the Periyar area and insufficient in parts of the Non-Periyar area. Average discharge in the Periyar main canal 660 cusecs. Sowing and transplantation of paddy and ragi and sowing of cumbu, samai and groundnut proceeding. Standing crops fair. Pasture available. Fodder sufficient. Condition of cattle generally good. More rain needed in parts.

RAMNAD.

Water-supply sufficient for drinking, but insufficient for irrigation except in parts. Pasture available. Fodder sufficient. Condition of cattle fair.

TINNEVELLY.

Water-supply sufficient. No flow over the Srivaikuntam anicut. Discharge adequate. Slight freshes in the Tambraparni. Harvest of paddy proceeding; outturn fair to normal. Pasture generally available. Fodder generally sufficient. Condition of cattle generally fair.

MALABAR.

Water-supply sufficient. Standing crops fair. Harvest of paddy concluding; outturn fair to normal. Pasture available. Fodder sufficient. Condition of cattle fair, but rinderpest prevails in parts.

SOUTH KANARA.

Water-supply sufficient. Sowing and transplantation of paddy proceeding. Standing crops fair. Harvest of paddy proceeding in parts; outturn fair. Pasture available. Fodder sufficient. Condition of cattle generally good.

THE NILGIRIS.

[Report not received.]

RAINFALL AND PRICES OF THE STAPLE FOOD-GRAINS FOR THE WEEK ENDING 28TH SEPTEMBER 1929.

Circars	District	Rainfall in inches. In the week. 1929.	Rainfall in inches. In the week. Average of 35 years ending 1974.	Rainfall in inches. Up to the end of the week from 1st April. 1929.	Rainfall in inches. Up to the end of the week from 1st April. Average of 35 years ending 1928.	Price in Seers (of 80 Tolas) per Rupee. Rice. Corresponding week of the previous year.	Rice. Last week.	Rice. This week.	Ragi. Corresponding week of the previous year.	Ragi. Last week.	Ragi. This week.	Cholam. Corresponding week of the previous year.	Cholam. Last week.	Cholam. This week.	Cumbu. Corresponding week of the previous year.	Cumbu. Last week.	Cumbu. This week.	Circars	District
Circars.	Ganjam (A.)	2·6	1·9	32·6	37·7	7·6	8·0	8·0	14·0	16·8	16·8	..	..	..	..	..	..	Circars.	Ganjam (A.)
	Ganjam (L.)						7·3	7·3		16·0	16·0								Ganjam (L.)
	Vizagapatam. (A.)	1·0	3·2	*41·2	49·7	9·0	7·2	7·2	12·8	13·6	13·6	11·9	12·9	11·0	12·9	15·6	13·6		Vizagapatam. (A.)
	Vizagapatam. (L.)	2·0	1·5	*30·1	29·9		6·2	6·2		13·4	13·4		12·2	12·2		11·7	11·7		Vizagapatam. (L.)
	East Godavari. (A.)	2·1	1·8	24·4	32·9	9·5	9·4	9·4	12·7	14·8	14·8	11·2	12·8	12·5	13·8	14·6	14·8		East Godavari (A.)
	East Godavari. (L.)						9·7	9·6		12·7	12·7		11·9	11·6		14·3	13·7		East Godavari (L.)
	West Godavari ..	3·3	1·1	25·2	29·1	9·4	9·7	9·8	11·0	11·6	11·5	10·2	10·7	10·9	10·0	11·0	11·0		West Godavari ..
	Kistna ..	2·4		22·4		9·3	9·9	9·6	10·6	13·0	13·3	9·6	10·3	10·4	9·0	10·2	10·3		Kistna ..
	Guntur ..	3·6	0·8	15·1	22·2	9·7	9·2	9·2	10·2	11·7	11·4	8·6	8·8	9·2	8·2	8·8	8·9		Guntur ..
Deccan.	Kurnool ..	1·3	0·8	12·1	19·0	5·7	5·6	5·7	10·6	11·6	11·6	10·0	10·1	10·1	8·9	9·3	9·5	Deccan.	Kurnool ..
	Bellary ..	1·3	1·3	13·9	16·0	5·3	5·6	5·6	11·6	10·7	11·4	11·4	4·9	9·2	..	..	..		Bellary ..
	Anantapur ..	1·7	1·2	13·1	16·2	5·0	5·6	5·8	10·9	10·1	10·2	10·1	8·9	8·9	10·0	9·8	9·4		Anantapur ..
	Cuddapah ..	1·6	1·0	12·7	17·5	5·3	5·3	5·0	9·7	10·0	10·0	9·4	9·0	9·0	8·6	8·6	8·7		Cuddapah ..
Carnatic.	Nellore ..	0·8	0·6	12·0	13·6	5·9	6·2	6·1	10·3	11·0	11·0	9·1	10·0	10·0	9·5	9·4	9·3	Carnatic.	Nellore ..
	Chingleput ..	1·4	1·1	15·3	16·1	5·6	7·1	7·1	8·6	9·7	9·7	..	..	..	..	..	..		Chingleput ..
	Madras ..	1·4	1·0	14·3	17·7	4·6	4·6	4·6	7·6	8·2	8·2	..	..	..	..	..	..		Madras ..
	South Arcot ..	0·5	1·0	17·3	18·3	6·3	6·7	6·7	8·7	13·3	10·8	..	..	..	8·2	10·1	10·2		South Arcot ..
Central.	Chittoor ..	1·3	1·0	13·6	16·1	9·5	5·3	6·0	8·6	9·7	9·7	..	..	..	9·2	9·3	9·3	Central.	Chittoor ..
	North Arcot ..	1·6	1·1	16·2	24·8	6·6	6·7	6·7	9·3	9·3	9·3	..	..	..	9·3	9·3	9·5		North Arcot ..
	Salem ..	2·3	1·6	17·4	22·3	6·2	5·5	5·5	8·9	9·2	9·2	8·1	8·3	8·4	7·6	7·6	7·8		Salem ..
	Coimbatore ..	1·6	1·1	15·4	20·3	9·2	5·5	5·6	9·4	9·0	9·0	8·2	8·6	8·5	8·7	8·8	8·8		Coimbatore ..
	Trichinopoly ..	1·7	1·3	14·2	17·9	6·0	6·5	5·6	6·4	8·7	8·7	8·2	8·6	8·5	7·6	7·7	7·7		Trichinopoly ..
South.	Tanjore ..	2·2	1·0	13·3	15·7	5·3	6·9	6·0	7·6	10·1	10·1	..	..	..	..	..	..	South.	Tanjore ..
	Madura ..	2·3	1·3	17·9	14·3	5·2	2·9	5·2	6·8	9·6	10·0	6·6	9·6	9·8	7·5	9·2	9·0		Madura ..
	Ramnad ..	1·6	0·6	13·5	11·2	5·1	5·8	5·6	9·9	11·1	10·5	9·6	11·5	11·2	9·2	9·4	8·5		Ramnad ..
	Tinnevelly ..	2·6	0·8	11·0	9·7	6·2	7·0	7·1	8·2	11·6	11·4	9·5	14·0	13·9	7·6	9·6	9·6		Tinnevelly ..
West Coast.	Malabar ..	6·2	2·7	216·4	103·9	5·9	6·1	6·3	..	..	..	..	..	..	..	..	..	West Coast.	Malabar ..
	South Kanara ..	3·3	2·6	156·6	134·0	6·2	7·6	7·3	..	..	..	..	..	..	..	..	..		South Kanara ..
Hills.	The Nilgiris ..	..	2·1	..	53·2	4·0	4·0	..	7·0	7·6	..	..	..	..	..	..	..	Hills.	The Nilgiris.

* Average of 30 years ending 1920.

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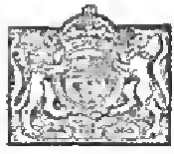

THE FORT ST. GEORGE GAZETTE.

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Part IV—Proceedings of the Madras Legislature

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Bills to be introduced in the Council of the Governor of Fort St. George for the purpose of making Laws and Regulations.

Under rule 18 of the Madras Legislative Council Rules, the following Bill, together with the Statement of Objects and Reasons, is published for general information :—

BILL No. 15 OF 1929

A Bill further to amend the Andhra University Act, 1925.

Preamble. WHEREAS it is expedient further to amend the Andhra University Act, 1925, for the purposes hereinafter appearing ; It is hereby enacted as follows :—

Madras Act 11 of 1926.

Short title. 1. This Act may be called the Andhra University (Amendment) Act, 1929.

Amendment of section 30, Madras Act II of 1926.

2. To section 30 of the Andhra University Act, 1925, (hereinafter referred to as the said Act), the following proviso shall be added, namely:— Madras Act II of 1926

"Provided that vacancies arising by efflux of time among elected members of any authority or body of the University may be filled at elections which may be fixed by the Vice-Chancellor to take place on such days, not earlier than two months from the date on which the vacancies arise, as he thinks fit."

Completion of courses of study of students preparing for examinations of the Andhra University.

3. Notwithstanding anything contained in the said Act or in the Ordinances framed thereunder,

(i) any student of a college in the present districts of Bellary, Anantapur, Cuddapah, Kurnool or Chittoor affiliated to the Andhra University before the coming into force of the Andhra University (Amendment) Act, 1929, who was studying for any examination of the Andhra University, or Madras Act VI of 1929.

(ii) any student who is admitted during the academic year 1929–30 into any such college to study for any examination of the Andhra University shall be permitted to complete his course in preparation therefor and the Andhra University shall hold for such student examinations in accordance with the curricula of studies of that University for a period of five years beginning on the second day of July 1929 and confer degrees and other academic distinctions to which such student will be entitled on his passing the said examinations if the said Andhra University (Amendment) Act, 1929, had not come into force. Madras Act VI of 1929.

STATEMENT OF OBJECTS AND REASONS.

Under section 30 of the Andhra University Act, 1925 (Madras Act II of 1926), as it stands, it is only after the place of a member of any authority or body of the University has become actually vacant that election thereto can be held. In other words, an anticipatory election is not permissible under the Act. But, before an election is held, the prescribed preliminaries such as the announcement of the vacancy, calling for nominations, issue of voting papers, etc., have to be observed. If the election is put off till after the actual occurrence of vacancies, occasions may arise when the authorities of the University will function with a large number of seats unfilled as some time will elapse between the announcement of vacancies and the declaration of the results of elections. To obviate such possibilities, it has been

decided that provision should be embodied in the Act permitting the holding of elections in advance of vacancies.

As the result of the passing of the Andhra University (Amendment) Act, 1929 (Madras Act VI of 1929), which came into force on the 2nd July 1929, the Ceded Districts and Chittoor have been removed from the jurisdiction of the Andhra University; and the colleges in these districts, viz., the Ceded Districts College, Anantapur, and the Theosophical College, Madanapalle, have to seek affiliation to the University of Madras. It will take some time before these institutions can secure affiliation to that University. It is considered equitable that students who have already been admitted into these two colleges for instruction according to the courses of studies prescribed by the Andhra University or who are admitted into these two colleges during the academic year 1929–30 should be examined by that University since these course of studies are not identical with those of the University of Madras. A statutory obligation should, therefore, be laid on the Andhra University to conduct examinations for the benefit of the students of these institutions for a period of five years from 1929 and to confer degrees and other academic distinctions to which such students will be entitled on passing the examinations if the Andhra University (Amendment) Act, 1929 (Madras Act VI of 1929), had not come into force.

The provisions of this Bill are intended to give effect to these decisions.

20th September 1929. P. SUBBARAYAN.

(By order of His Excellency the Governor)

J. VENKATANARAYANA,
Secy. to Govt., Law (Legislative) Dept.

Under rule 20 of the Madras Legislative Council Rules, the following Bill, together with the Statement of Objects and Reasons, is published for general information:—

BILL No 16 OF 1929.

A Bill to amend the Madras Hindu Religious Endowments Act, 1926 (Madras Act II of 1927).

WHEREAS it is expedient to amend the Madras Hindu Religious Endowments Act, 1926; It is hereby enacted as follows:—

1. This Act may be called "The Madras Hindu Religious Endowments (Amendment) Act, 19 ."

2. The Madras Hindu Religious Endowments Act, 1926, shall hereinafter be called "the said Act".

3. Section 4 of the said Act shall be omitted.

4. In section 9 of the said Act, the following shall be substituted for clause (5) :—

"(5) 'Excepted temple' means and includes—

(*a*) a temple the right of succession to the office of trustee or the offices of all the trustees (where there are more trustees than one) whereof has been hereditary or the succession to the trusteeship whereof has been specially provided for by the founder, or

(*b*) any other temple which for special reasons the Local Government may, after consulting the Board, order by notification to be an excepted temple."

5. At the end of section 18 of the said Act, the following shall be added as an explanation :—

"*Explanation.*—The general powers of superintendence of the Board shall include the power to pass such interim orders as it deems necessary in the interests of the proper maintenance of a math or temple or the administration of a religious endowment."

6. The following shall be substituted for section 34 of the said Act :—

"34. (1) The resolutions of a committee shall be carried into effect by its President in whom the entire executive power of the committee shall, save as hereinafter provided, be vested.

(2) (*a*) All the resolutions of a committee shall be notified to the Board within one week after they are passed.

(*b*) The Board may call for any record or proceedings or other document or paper from any committee for the purpose of satisfying itself as to the correctness, regularity or propriety of any order or proceedings recorded or passed by such committee.

(3) (*a*) The Board shall have the power of staying for reasons to be recorded by it, the execution of any of the resolutions of the committee and remitting the same to the committee for reconsideration.

(*b*) If the committee upon such reconsideration confirm the said resolutions, the Board may whenever it deems such step necessary in the interests of the temple affected or the proper management of the affairs of the committee, modify or cancel the said resolutions."

7. In section 35 of the said Act, for the word and figure "section 18" the words and figures "sections 18, 34 and 35-A" shall be substituted.

8. The following new section shall be inserted after section 35 of the said Act:—

"35-A. Where the Board is satisfied that any committee has failed to perform the duties entrusted to it under this Act, the Board may, after giving reasonable notice to the committee and considering the representations it may make, undertake and perform all or any of such duties so left unperformed, the expenses if any involved therein being met from the funds of the committee concerned."

9. (i) In sub-section (1) of section 69 of the said Act, the following shall be substituted for the words "every math and temple":—

"Every math, temple or specific endowment attached to a math or temple."

(ii) In sub-section (2) of the same section, the following shall be inserted after the words "every temple other than an excepted temple":—

"as also every specific endowment attached to such temple."

10. (i) In sub-section (1) of section 70 of the said Act—

(*a*) the following shall be substituted for the words "every math and temple":—

"every math, temple or specific endowments concerned"; and

(*b*) the words "where the contribution or a portion of the contribution has to be paid by a specific endowment, the same shall be assessed on and notified to the trustee of the specific endowment also", shall be omitted.

(ii) For sub-section (2) of the same section, the following shall be substituted:—

"Such trustee shall within three months of his receipt of such notice or within such further time as may be granted by the Board or committee pay out of the funds of the math, temple or specific endowment concerned the amount so demanded to the President of the Board or committee as the case may be, or to any person authorized by him. In default of his doing so, the amount shall be recoverable by the Local Government as if it were an arrear of land revenue and made over to the Board or committee concerned."

11. The following new section shall be inserted after section 74 of the said Act :—

"74. (*a*) The costs of and incident to all proceedings before the Board shall be in the discretion of the Board which shall have full power to determine by whom or out of what funds and to what extent such costs are to be paid and the order passed in this regard may be transferred for execution to the court and shall be executed by the court as if the order had been passed by itself."

12. The following shall be substituted for section 78 of the said Act :—

"78. Where a person has been appointed as trustee of a math or temple or a religious endowment connected therewith or has been appointed to discharge the functions of a trustee by the committee or the Board, in accordance with the provisions of this Act and such person resisted in, or prevented from obtaining possession of the math, temple or religious endowments concerned and the records, accounts and properties thereof, the court may on application by the person so appointed and on production of the order of appointment, direct the delivery to such person the possession of the math, temple or religious endowment and of the records, accounts and properties thereof."

13. Section 82 of the said Act shall be recast as follows :—

"The President of a Board or Committee may grant copies of proceedings or other records of his office on payment of such fees and subject to such conditions as may be determined by the Board. Copies shall be certified by the President of the Board or Committee or by such officer as may be authorized in this behalf by the President of such Board or Committee, in the manner provided in section 76 of the Indian Evidence Act, 1872."

14. The following shall be substituted for section 84 of the said Act :—

"84. (1) If any dispute arises as to whether an institution is a math or temple as defined in this Act or whether a temple is an excepted temple, such dispute shall be decided by the Board.

(2) A trustee affected by a decision under sub-section (1) may, within one year, apply to the court to modify or set aside such decision ; but, subject to the result of such application, the order of the Board shall be final."

STATEMENT OF OBJECTS AND REASONS.

Clause 3.—Religious institutions which do not ordinarily come under the scope of the Madras Hindu Religious Endowments Act on account of their income being below the minimum laid down in section 4 are in a very neglected and mismanaged condition. As it is, such cases have to be dealt with by special application of the Act under the proviso to that section. The Act should apply to all institutions irrespective of income. Wherever the levy of contributions will work as a hardship on temples or maths with low incomes, exemption from section 69 of the Act may be given or the Board may fix a suitable rate in exercise of its discretionary power under that section.

2. *Definition of 'Excepted temple'—Clause* 4.—There are numerous difficulties in the way of deciding whether a temple is excepted or not by the test provided in the present definition of an excepted temple. Further, there are instances of temples whose peculiar conditions justify exceptional treatment though they fall under the category of non-excepted temples by applying the existing definition. The present complicated definition is replaced by a simple one by which all temples, the trusteeship whereof has been wholly hereditary or has been specially provided for by the founder and temples which for special reasons the Local Government want to treat as excepted temples, will come under that category.

3 *Clause* 5.—Several matters including complaints about mismanagement come up before the Board both on the administrative and judicial sides of its work. Very often temporary arrangements have to be made for the management of the affairs of temples or maths pending disposal of the matters under investigation and action has to be taken under section 18. To make it clear that the Board can do so under it, the addition of an explanation is proposed.

4. *Clauses* 6, 7 *and* 8.—The Board has the power of general superintendence under section 18. But there are no clear provisions empowering it to control the actions of temple committees or modify them when the latter go wrong. Temple committees are composed of honorary members, and sometimes they may not devote sufficient attention, or may be swayed by factions. Temple committees may thus fail to take proper action, and experience has also shown that some of them have been erratic in their resolutions. To ensure the proper working of committees and their co-operation with the Board, and in order to co-ordinate their activities, the Board should be able to revise or cancel their resolutions and to give directions for taking action which they fail to take. The amendments proposed to recast section 34, to modify section 35 and to insert a new section after the latter section are, therefore, quite necessary.

5. *Clauses* 9 and 10.—Doubts are sometimes raised whether specific endowments are also liable to pay the contribution leviable under section 69, though the intention is indicated by the

second paragraph of section 70. It is deemed preferable to make the point quite clear. Further, the general trustees of temples and mathe may be relieved of the liability to pay contributions in respect of specific endowments. The trustees of the latter must be made solely responsible therefor. Great delay and inconvenience are experienced in the matter of the levy of contributions owing to the absence of provisions for the speedy recovery of the same from recalcitrant trustees. The Revenue Department must be authorized to recover arrear contribution, on behalf of the Board and temple committees as if they were arrears of land revenue instead of applications having to be filed in district courts. This very provision will operate as a preventive and the actual number of cases of non-payment necessitating coercive action will be few and far between. For these reasons, certain amendments have been proposed to sections 69 and 70.

6. *Clause* 11.—Parties coming up before the Board are not able to get orders as to costs at the conclusion of the cases enquired into by it. It is but fair that provision should be inserted to govern cases where the Board feels that the ends of equity and of justice require the awarding of costs in connexion with its proceedings.

7. *Clause* 12.—The present section 78 does not provide for non-hereditary trustees appointed by the Board seeking the help of courts to recover possession of temple properties. The modification of the section as suggested will remove the desideratum felt in experience.

8. *Clause* 13.—Presidents of the Board and committees must have the power to authorize their officers to certify copies furnished under section 82 of the Act and an amendment is proposed for that purpose.

9. *Clause* 14.—Doubts have been raised as to whether disputes as to the private character of temples can be dealt with by the Board under section 94 as it is. The proposed amendment is intended to make the meaning and object of the legislature clear, such doubts having been based on the existence of the definition of 'temple' and 'math' as meaning a public temple and a public math.

20*th March* 1929. B. MUNISWAMI NAYUDU.

R. V. KRISHNA AYYAR,
Secretary to the Legislative Council.

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GOVERNMENT OF INDIA.

LEGISLATIVE ASSEMBLY DEPARTMENT.

The following Report of the Select Committee on the Bill further to amend the Transfer of Property Act, 1882, for certain purposes, was presented to the Legislative Assembly on the 2nd September 1929 :—

Papers Nos. I to V.

We, the undersigned members of the Select Committee to which the Bill further to amend the Transfer of Property Act, 1882, for certain purposes, was referred, have considered the Bill and the papers noted in the margin and have the honour to submit this our Report, with the Bill as amended by us annexed hereto.

The history of this Bill is as follows. In 1921, an exhaustive examination of the case law bearing on the Transfer of Property Act, 1882, was made by Mr. (now Mr. Justice) Lal Gopal Mukherji. The results of the examination were thereafter in 1926 considered in the Legislative Department, and a Bill was prepared for the purpose of amending the Act in such a way as to clarify the numerous points upon which conflicting judicial decisions had been given ; and in 1927 a Committee, consisting of the late Mr. S. R. Das, Law Member in the Executive Council of the Governor General, Sir B. L. Mitter, the present Law Member, Mr. D. F. Mulla and Mr. (now Mr. Justice) S. N. Sen, was appointed to consider generally the question of the amendment and in particular to examine the draft Bill. This Committee, whilst endorsing the departmental decision that the scope of the Bill should be limited to matters to regard to which there had been a conflict of judicial decisions or in regard to which such decisions had shown the Act to be defective, made certain additions and alterations in the Bill. The Bill, as finally settled by them, was introduced in the Legislative Assembly in September, 1927, and was circulated for opinion. The opinions were carefully considered by Mr. D. F. Mulla, at that time holding the office of the Law Member of the Governor General's Executive Council. The Bill which had been introduced in 1927 having lapsed, a fresh Bill substantially on the same lines was introduced in the Legislative Assembly in March, 1929. This Bill and the opinions have now been laid before us, together with a draft of certain amendments arising therefrom which we have been invited to consider.

It will, therefore, be apparent that the Bill has not only itself been founded upon an exhaustive examination of the defects which have been revealed during nearly half a century, but has also received the detailed scrutiny of lawyers and commercial and other bodies and associations throughout the country. On the whole, the opinions received show that the proposals formulated in the Bill have been generally approved. In view of these facts and of the fact that we ourselves are in agreement with all but one of the provisions embodied in the Bill which mark a radical departure from those embodied in the existing Act, we propose in this Report to confine

ourselves almost entirely to the points upon which we consider that further amendment of the Bill is desirable. Of the provisions above mentioned, the only one which we are not prepared to accept is that contained in clause 54 of the Bill as introduced, which sought to provide that a lease of immovable property for a term exceeding one month only must be made by a registered instrument. The consensus of opinion is opposed to that proposal, and we ourselves consider that it would lead to inconvenience and hardship out of proportion to the benefit to be expected from it. We now proceed to refer in detail to the amendments which we have made.

Clause 1.—We propose that the Act should come into force on the 1st day of April, 1930. Assuming that the Bill will be passed into law during the forthcoming Simla Session of the Assembly, we think it essential that a sufficient period should be allowed to elapse before it takes effect. A new edition of the Act embodying the extensive amendments made by the Bill will be necessary, and we think it most important that, when prepared, that edition should be translated and put into wide circulation. At the same time the period will enable Local Governments to make such arrangements and extensions as may be necessary to meet the increased volume of registration which may be expected, if the provisions of clause 16 (new clause 17) of the Bill become law.

Clause 4.—In regard to *Explanation I* which it is proposed to add to the definition of 'notice' in section 3 of the Transfer of Property Act, 1882 (in this Report referred to as the principal Act), it has been pointed out that the provision that the registration of a document amounts to notice from the date on which it is registered, will cause difficulties in a case in which the document has not been registered at the place where the property is situate. This objection has some force. We have, therefore, added at the end of *Explanation I* the following words:—

> "or if the instrument has been registered under sub-section (*f*) of section 30 of the Indian Registration Act, 1908, from the earliest date on which a memorandum thereof has been filed by any Sub-Registrar under section 55 of that Act."

Explanation III which provides that notice to an agent whilst acting in the course of business is notice to his principal has been properly criticised as being too general and vague. We have added provisions to the effect that the notice must be of a fact which is material to the course of the business in which the agent is engaged, and that the agent must not fraudulently have concealed the fact from his principal.

Clause 6.—We have amended section 5 to make it clear that a transfer can be made by a person to himself as for instance by a person making a settlement or trust in which he constitutes himself a trustee. An *Explanation* has also been added to the section to make it clear that the words 'living person' include corporations and other associations of persons.

Clause 10 (*new clause 11*).—We have thought it desirable to omit the *Illustration* to section 39 instead of amending it. Even as amended by the omission of the words "*bona fide*" the *Illustration* might have been misleading.

Clause 12 (*new clause 13*).—We approve of the alteration proposed to be made by the insertion of the words "fraudulently or". In

regard to the amendment in sub-clause (*b*) of this clause in the Bill as introduced, we think that it will unnecessarily restrict the operation of the principle of 'the estate feeding the title'. A limitation of the right of a transferee to an interest which may accrue to his transferor up to the date of the decree in a suit instituted to enforce that right might work injustice, and we do not think that the decision in 18 Mad. 492 is sufficient justification for any amendment of the section in this respect.

Clause 13 (new clause 14).—In the *Explanation* which prescribed the period during which *lis pendens* is to operate, we have provided for the case of the discharge of a decree by the relinquishment by a decree holder of his decretal rights.

Clause 15 (new clause 16).—We entirely approve of the proposal to give statutory recognition to the principle of part performance and of the limits which the Bill prescribes for its application. We have, however, removed a slight ambiguity latent in the phrase 'rights accruing under the contract' in the fourth paragraph.

Clause 16 (new clause 17).—Some of us are of opinion that registration in the case of sales of immovable property of the value of less than one hundred rupees should not be made compulsory, and that the present provision in section 54 of the principal Act and in section 17 of the Indian Registration Act, 1908, should be retained. The proposal, however, involves a very important question of policy, which we think should be decided by the House itself.

Clause 19 (new clause 20).—We propose to insert in section 58 a definition of the mortgages referred to in section 59 as mortgages by deposit of title deeds.

Clause 20 (new clause 21).—Our remarks on clause 16 (now clause 17) apply also to the question of making compulsory the registration of mortgages of immovable property of the value of less than one hundred rupees. The amendment in the preceding clause involves the omission of the third paragraph in the section 59 and a consequential amendment in the second paragraph.

Clause 22 (new clause 23).—As the old practice of passing 'orders absolute' in mortgage suits has been abolished by the enactment of Order XXXIV in the First Schedule to the Code of Civil Procedure, 1908, we propose in sections 60, 67 and 67-A of the principal Act to substitute the word 'decree' for the word 'order' wherever it occurs [see also in clauses 36 and 31 (now clauses 32 and 33)].

Clause 24.—We have added on the lines of sections 95 and 96 of the English Property Act two new sections—sections 60-A and 60-B—to define the obligation of a mortgagee, when so required, to transfer the mortgage debt to a third person named by the mortgagor, and also to make it clear that a mortgagor has a right to inspect and and take copies of the documents of title relating to the mortgaged property which are in the possession of the mortgagee.

Clause 25 (new clause 26).—In order to make section 62 comprehensive, we have on the lines of section 60 provided that the mortgagor has a right to require the mortgagee to deliver back the title-deeds and other documents relating to the mortgaged property.

Clause 28 (new clause 32).—We have omitted clause (*c*) of sub-section (*2*) of section 65-A which related to agricultural leases. In our opinion the power of a mortgagor to make leases of agricultural

land should be governed by local laws and customs for which provision is made in clause (*e*).

Clause 32 (new clause 34).—As under clause 21 (now clause 22) unless otherwise expressly provided, the term 'mortgagor' will include persons claiming title from him, we have added a proviso to make it clear that such persons are not included in that term as used in clause (a) of sub-section (*2*) of section 68.

Instead of making it obligatory on a Court to stay a suit or proceeding brought for the enforcement of the personal remedy until the mortgagee has exhausted his remedies against the mortgaged property, we have in sub-section (*2*) of section 68, preferred to leave it to the discretion of the Court to stay that suit or proceeding. We see no reason to require a registered instrument when the mortgagee is abandoning the security, as under the provisions of the Indian Registration Act it will have to be decided in each case whether a registered instrument is necessary or not. We have also made it clear that the mortgagee abandoning the security is bound to retransfer the mortgaged property to the mortgagor, if required to do so.

Clause 34 (new clause 36).—In clause (*3*) of sub-section (*1*) of section 69-A we have made it clear that the liability of a mortgagor for the acts or defaults of a receiver is removed if such acts or defaults are due to the improper intervention of the mortgagee.

Clause 36 (new clause 38).—In the proviso in sub-clause (*a*) of section 72, we have inserted words to make it clear that a mortgagor is not liable for money spent by the mortgagee for the preservation of the mortgaged property or for support of the title unless he was called upon and has failed to take the necessary steps himself.

Clause 42 (new clause 44).—The words 'shares in' are inserted in the clause to make it clear that it applies to cases where the property is owned by several owners, but has not been physically partitioned.

Clause 47 (new clause 49).—As the present law is not clear regarding the rights and liabilities of parties to a mortgage by the deposit of title-deeds, we have inserted a new section (section 96) applying to such mortgages the provisions applicable to simple mortgages.

Clause 49 (new clause 51).—For the reasons given by the Special Committee in the last paragraph of their note to section 81 (clause 48), we have omitted the word 'valuable' which was used in conjunction with the word 'consideration'.

Clause 52 (new clause 54).—We do not consider that the words beginning with '*ad litem*' in the concluding part of section 108 should be omitted as proposed in sub-clause (*b*) of this clause. In our opinion, those words are necessary, as the preceding part of the section applies to legal curators generally and is not confined to guardians *ad litem*. The reference to Chapter XXXI of the Code of Civil Procedure, 1882, has, however, been replaced by a reference to Order XXXII of the present Code.

Clause 54 (new clause 56).—As already stated, we do not approve of the amendment proposed to be made in section 107 making compulsorily registrable all leases except leases for periods not

exceeding one month or leases from month to month. We, however, approve of the alteration which requires that a lease shall be executed by both the lessor and the lessee, and which in our opinion is a very salutary provision.

Clause 56 (new clause 56).—We approve of the principle of the amendment contained in sub-clause (*d*) of the clause. The conflict of decisions as to whether the mere institution of a suit constitutes an overt act on the part of the lessee for the purposes of this section requires to be set at rest. But instead of adding the words 'other than the institution of legal proceedings' after the words 'does some act' as is proposed in sub-clause (*d*), it is, in our opinion, preferable to remove any further doubt as to the nature of the act which the lessee must do by requiring him to give notice in writing to the lessee of his intention to determine the lease.

Clause 57 (new clause 58).—In the new section—114-A—which it is proposed to insert, we think it desirable to provide that the notice required to be given by the lessor should be in writing; and instead of prescribing an arbitrary period of thirty days within which the lessee is required to remedy the breach—a period which will undoubtedly be insufficient in many cases and may be excessive in others,—we prefer to follow the English Act and to require the remedy to be completed within a reasonable time.

Clause 62 (new clause 64).—The sections mentioned in this clause have been re-numbered in consequence of the insertion of two new clauses in the Bill and the date mentioned in the last part of the clause has been altered to conform to the amendment made in clause (1).

2. We have made a few alterations of a purely drafting nature to which we have not thought it necessary to refer in detail.

3. The Bill was published in English in the Gazette of India on the 8th March 1929.

4. We think that the Bill has not been so altered by us as to require re-publication, and we recommend that it be passed as now amended.

B. L. MITTER,
M. A. JINNAH.
AMAR NATH DUTT.
M. ANWAR-UL AZIM.
M. SHAH NAWAZ.
V. V. JOGIAH.
M. S. ANEY.*

The 4th of June 1929.

* The only point on which I wish to record my opinion separately is whether the words "Hindu, or Buddhist" in clause (3) should be omitted. I think that mere superfluity is not a very strong ground for their omission as their retention reaffirms a principle to which the Government stands committed.

M. S. ANEY.

The 4th June 1929.

[AS AMENDED BY THE SELECT COMMITTEE]

[Words printed in italics indicate the amendments suggested by the Committee.]

A Bill further to amend the Transfer of Property Act, 1882, for certain purposes.

IV of 1882.

WHEREAS it is expedient further to amend the Transfer of Property Act, 1882, for the purposes hereinafter appearing; It is hereby enacted as follows:—

Short title and commencement.

1. (*1*) This Act may be called the Transfer of Property (Amendment) Act, 1929.

(*2*) It shall come into force on the first day of *April 1930*.

IV of 1882.

Amendment of section 1, Act IV of 1882.

2. In section 1 of the Transfer of Property Act, 1882 (hereinafter referred to as the said Act), for the words and figures "paragraphs 2 and 3", in both places where they occur, the word and figure "paragraph 2" shall be substituted, *and for the figures "1877" the figures "1908" shall be substituted.*

Amendment of section 2, Act IV of 1882.

3. In section 2 of the said Act, the word "Hindu" and the words "or Buddhist" shall be omitted.

Amendment of section 3, Act IV of 1882.

4. In section 3 of the said Act, for the last paragraph, containing the definition of "notice", the following shall be substituted, namely:—

"a person is said to have notice of a fact when he actually knows that fact, or when, but for wilful abstention from an inquiry or search which he ought to have made, or gross negligence, he would have known it.

Explanation I.—Where any transaction relating to immovable property *is required by law to be and* has been effected by a registered instrument, any person acquiring such property or any part of, or share or interest in, such property shall be deemed to have notice of such instrument as from the date of registration *or, if the instrument has been registered under sub-section (2) of section 30 of the Indian Registration* XVI of 1908 *Act, 1908, from the earliest date on which a memorandum thereof has been filed by any Sub-Registrar under section 68 of that Act.*

Explanation II.—Any person acquiring any immovable property or any share or interest in any such property shall be deemed to have notice of the title, if any, of any person who is for the time being in actual possession thereof.

Explanation III.—A person shall be deemed to have had notice of any fact if his agent *acquires notice thereof whilst* acting *on his behalf* in the course of business *to which that fact is material*:

Provided that, if the agent fraudulently conceals the fact, the principal shall not be charged with notice thereof as against any person who was a party to or otherwise cognizant of the fraud."

Amendment of section 4, Act IV of 1882.

5. In section 4 of the said Act, for the words and figures "paragraphs 2 and 3" the word and figure "paragraph 2" shall be substituted, and for the figures "1877" the figures "1908" shall be substituted.

Amendment of section 5, Act IV of 1882.

5. In section 5 of the said Act, after the words "or to himself" the words "or to himself" shall be inserted; and to the same section the following Explanation shall be added, namely:—

"Explanation.—In this section, 'living person' includes a company or association or body of individuals, whether incorporated or not."

Amendment of section 6, Act IV of 1882.

7. In section 6 of the said Act, after clause (*d*) the following clause shall be inserted, namely :—

"(*dd*) A right to future maintenance, in whatsoever manner arising, secured or determined, cannot be transferred."

Amendment of section 11, Act IV of 1882.

8. For the second paragraph of section 11 of the said Act beginning with the words "Nothing in this section" and ending with the words "in a particular manner" the following shall be substituted, namely :—

"Where any such direction has been made in respect of one piece of immoveable property for the purpose of securing the beneficial enjoyment of another piece of such property, nothing in this section shall be deemed to affect any right which the transferor may have to enforce such direction or any remedy which he may have in respect of a breach thereof."

Amendment of section 13, Act IV of 1882.

9. In section 13 of the said Act, for the words "as regards the whole class" the following words shall be substituted, namely :—

"in regard to those persons only and not in regard to the whole class."

Substitution of new sections for sections 16, 17 and 18, Act IV of 1882.

10. For sections 16, 17 and 18 of the said Act the following sections shall be substituted, namely :—

Transfer to take effect on failure of prior interest.

"16. Where, by reason of any of the rules contained in sections 13 and 14, an interest created for the benefit of a person or of a class of persons fails in regard to such person or the whole of such class, any interest created in the same transaction and intended to take effect after or upon failure of such prior interest also fails.

Direction for accumulation.

17. (*1*) Where the terms of a transfer of property direct that the income arising from the property shall be accumulated either wholly or in part during a period longer than—

(*a*) the life of the transferor, or

(*b*) a period of eighteen years from the date of the transfer,

such direction shall, save, as hereinafter provided, be void to the extent to which the period during which the accumulation is directed exceeds the longer of the aforesaid periods, and at the end of such last-mentioned period the property and the income thereof shall be disposed of as if the period during which the accumulation has been directed to be made had elapsed.

(*2*) This section shall not affect any direction for accumulation for the purpose of—

(*i*) the payment of the debts of the transferor or any other person taking any interest under the transfer, or

(*ii*) the provision of portions for children or remoter issue of the transferor or of any other person taking any interest under the transfer, or

(*iii*) the preservation or maintenance of the property transferred ;

and such direction may be made accordingly.

Transfer in perpetuity for benefit of public.

18. The restrictions in sections 14, 16 and 17 shall not apply in the case of a transfer of property for the benefit of the public in the advancement of religion, knowledge, commerce, health, safety, or any other object beneficial to mankind."

12. In section 39 of the said Act,— Amendment of section 39, Act IV of 1882

(*a*) the words "with the intention of defeating such right" shall be omitted, and for the words "of such intention" the word "thereof" shall be substituted; and

(*b*) * the *Illustration* * * * shall be omitted.

13. In section 40 of the said Act, for the words "of the latter property or to compel its enjoyment in a particular manner," the words "in a particular manner of the latter property" shall be substituted. Amendment of section 40, Act IV of 1882.

14. In section 43 of the said Act, after the word "person" the words "fraudulently or" shall be inserted. Amendment of section 43, Act IV of 1882

* * * * *

15. (*1*) In section 52 of the said Act,— Amendment of section 52, Act IV of 1882.

(*a*) for the words "active prosecution" the word "pendency" shall be substituted;

(*b*) for the words "a contentious" the word "any" shall be substituted; and

(*c*) after the words "suit or proceeding," where they occur for the first time, the words "which is not collusive and" shall be inserted.

(*2*) To the same section the following *Explanation* shall be added, namely :—

"*Explanation.*—For the purposes of this section, the pendency of a suit or proceeding shall be deemed to commence from the date of the presentation of the plaint or the institution of the proceeding in a Court of competent jurisdiction, and to continue until the suit or proceeding has been disposed of by a *final* decree or order * * * * and *complete* satisfaction or *discharge* of such decree or order has been obtained, or has become unobtainable by reason of the expiration of any period of *limitation* prescribed for the execution thereof by any law for the time being in force."

16. For section 53 of the said Act the following section shall be substituted, namely :— Substitution of new section for section 53, Act IV of 1882.

"53. (*1*) Every transfer of immoveable property made with intent to defeat or delay the creditors of the transferor shall be voidable at the option of any creditor so defeated or delayed. Fraudulent transfer.

Nothing in this sub-section shall impair the rights of a transferee in good faith and for consideration.

Nothing in this sub-section shall affect any law for the time being in force relating to insolvency.

A suit instituted by a creditor (which term includes a decree-holder whether he has or has not applied for execution of his decree) to avoid a transfer on the ground that it has been made with intent to defeat or delay the creditors of the transferor, shall be instituted on behalf of, or for the benefit of, all the creditors.

(*2*) Every transfer of immoveable property made *without consideration* with intent to defraud a subsequent transferee shall be voidable at the option of such transferee.

For the purposes of this sub-section, no transfer made *without consideration* shall be deemed to have been made with intent to defraud by reason only that a subsequent transfer for consideration was made."

Insertion of new section 53A in Act IV of 1882.

16. After section 53 of the said Act the following section shall be inserted, namely :—

Part performance.

"53-A. Where any person contracts to transfer for consideration any immoveable property by writing signed by him or on his behalf from which the terms necessary to constitute the transfer can be ascertained with reasonable certainty,

and the transferee has, in part performance of the contract, taken possession of the property or any part thereof, or the transferee, being already in possession, continues in possession in part performance of the contract and has done some act in furtherance of the contract,

and the transferee has performed or is willing to perform his part of the contract,

then, notwithstanding that the contract, though required to be registered, has not been registered, or, where there is an instrument of transfer, that the transfer has not been completed in the manner prescribed therefor by the law for the time being in force, the transferor or any person claiming under him shall be debarred from enforcing against the transferee and persons claiming under him any right in respect of the property of which the transferee has taken or continued in possession, other than a right *expressly provided by the terms of the contract :*

Provided that nothing in this section shall affect the rights of a transferee for consideration who has no notice of the contract or of the part performance thereof."

Amendment of section 54, Act IV of 1882.

17. In section 54 of the said Act,—

(*a*) the word "tangible", wherever it occurs, shall be omitted ;

(*b*) for the words "of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing," the words "or of any interest therein" shall be substituted ; and

(*c*) the words "In the case of tangible immovable property, of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property," shall be omitted.

Amendment of section 55, Act IV of 1882.

18. In section 55 of the said Act,—

(*a*) in sub-clause (*a*) of clause (*i*), after the word "property" the words "or in the seller's title thereto" shall be inserted ;

(*b*) in sub-clause (*b*) of clause (*i*), after the word "buyer", where it occurs for the second time, the words "or any person claiming under him with notice of the *non-payment*," shall be inserted ; and after the words "on such amount or part" the words "from the date on which possession has been delivered" shall be added ; and

(*c*) in sub clause (*b*) of clause (*ii*), the words "with notice of the payment" shall be omitted.

Substitution of new section for section 56, Act IV of 1882.

19. For section 56 of the said Act the following section shall be substituted, namely :—

"56. If the owner of two or more properties mortgages them to one person and then sells one or more of the properties to another person, the buyer is, in the absence of a contract to the contrary, entitled to have the mortgage-debt satisfied out of the property or properties not sold to him, so far as the same will extend, but not so as to prejudice the rights of the mortgagee or persons claiming under him or of any other person who has for consideration acquired an interest in any of the properties." Marshalling by subsequent purchaser.

20. In section 58 of the said Act,— Amendment of section 58, Act IV of 1882.

(*a*) in clause (*a*), the words and brackets "(if any)" shall be omitted;

(*b*) to clause (*c*) the following proviso shall be added, namely:—

"Provided that no such transaction shall be deemed to be a mortgage, unless the condition is embodied in the document which effects or purports to effect the sale";

(*c*) in clause (*d*)—

(*i*) after the words "Where the mortgagor delivers possession" the words "or expressly or by implication binds himself to deliver possession" shall be inserted; and

(*ii*) for the words "and to appropriate them", the words "or any part of such rents and profits and to appropriate the same" shall be substituted; and

(*d*) after clause (*e*) the following clauses shall be added, namely:—

"(*f*) *Where a person in any of the following towns, namely, the towns of Calcutta, Madras, Bombay, Karachi, Rangoon, Mhalwein, Bassein and Akyab, and in any other town which the Governor General in Council may, by notification in the Gazette of India, specify in this behalf, delivers to a creditor or his agent documents of title to immovable property, with intent to create a security thereon, the transaction is called a mortgage by deposit of title-deeds.*

(*g*) A mortgage which is not a simple mortgage, a mortgage by conditional sale, an usufructuary mortgage, an English mortgage or a *mortgage by deposit of title-deeds* within the meaning of this section is called an anomalous mortgage."

21. In section 59 of the said Act,— Amendment of section 59, Act IV of 1882.

(*a*) the words "Where the principal money secured is one hundred rupees or upwards," *shall be omitted*;

(*b*) *after the words "a mortgage", where they first occur, the words "other than a mortgage by deposit of title-deeds" shall be inserted;*

(*c*) the second paragraph beginning with the words "Where the principal money" and ending with the words "by delivery of the property" and *the third paragraph beginning with the words "Nothing in this section" and ending with the words "a security thereon" shall be omitted.*

22. After section 59 of the said Act the following section shall be inserted, namely:— Insertion of new section 59A in Act IV of 1882.

"59A. Unless otherwise expressly provided, references in this Chapter to mortgagors and mortgagees shall be deemed to include references to persons deriving title from them respectively." References to mortgagors and mortgagees to include persons deriving title from them.

Amendment of section 60, Act IV of 1882.

23. In section 60 of the said Act,—

(a) for the word "payable" the word "due" shall be substituted;

(b) for the words "the mortgage-deed, if any, to the mortgagor" the following words shall be substituted, namely:—

"to the mortgagor the mortgage-deed and all documents relating to the mortgaged property which are in the possession or power of the mortgagee";

(c) the words and brackets "(where the mortgage has been effected by a registered instrument)" shall be omitted;

(d) for the word "order" the word "decree" shall be substituted; and

(e) after the words "remaining due on the mortgage, except" the word "only" shall be inserted.

Insertion of new sections 60A and 60B in Act IV of 1882.

24. After section 60 of the said Act the following sections shall be inserted, namely:—

Obligation to transfer to third party instead of re-transference to mortgagor.

"*60A. (1) Where a mortgagor is entitled to redemption, then, on the fulfilment of any conditions on the fulfilment of which he would be entitled to require a re-transfer, he may require the mortgagee, instead of re-transferring the property, to assign the mortgage-debt and transfer the mortgaged property to such third person as the mortgagor may direct; and the mortgagee shall be bound to assign and transfer accordingly.*

(2) The rights conferred by this section belong to and may be enforced by the mortgagor or by any encumbrancer notwithstanding an intermediate encumbrance; but the requisition of any encumbrancer shall prevail over a requisition of the mortgagor and, as between encumbrancers, the requisition of a prior encumbrancer shall prevail over that of a subsequent encumbrancer.

(3) The provisions of this section do not apply in the case of a mortgagee who is or has been in possession.

Right to inspection and production of documents.

60B. A mortgagor, as long as his right of redemption subsists shall be entitled at all reasonable times, at his request and at his own cost, and on payment of the mortgagee's costs and expenses in this behalf, to inspect and make copies or abstracts of, or extracts from, documents of title relating to the mortgaged property which are in the custody or power of the mortgagee."

Substitution of new section for section 61, Act IV of 1882.

25. For section 61 of the said Act and the *Illustration* thereto the following section shall be substituted, namely:—

Right of redemption separately or simultaneously.

"61. A mortgagor who has executed two or more mortgages in favour of the same mortgagee shall, in the absence of a contract to the contrary, when the principal money of any two or more of the mortgages has become due, be entitled to redeem any one such mortgage separately, or any two or more of such mortgages together."

Amendment of section 62, Act IV of 1882.

26. In * * * section 62 of the said Act,—

(a) after the word "property", where it first occurs, the words "together with the mortgage-deed and all documents relating to the mortgaged property which are in the possession or power of the mortgagee" shall be inserted;

(b) for the words "the interest of the principal money" the words "or any part thereof a part only of the mortgage-money," shall be substituted; and

(c) for the words "the principal money," where they occur for the second time, the words "the . . . mortgage-money *or the balance thereof*" shall be substituted.

Amendment of section 63, Act IV of 1882.

27. In section 63 of the said Act, for the words "at the same rate of interest" the words "*with* interest *at the same rate as is* payable on the principal, *or*, where no such rate is fixed in the mortgage-deed, at the rate of nine per cent per annum" shall be substituted.

Insertion of new section 63A in Act IV of 1882.

28. After section 63 of the said Act the following section shall be inserted, namely:—

Improvements to mortgaged property.

"63A. (*1*) Where . . . mortgaged property in possession of the mortgagee has during the continuance of the mortgage, been improved, the mortgagor, upon redemption, shall, in the absence of a contract to the contrary, be entitled to the improvement; and the mortgagor shall not, save only in cases provided for in sub-section (*2*), be liable to pay the cost thereof.

(*2*) Where any such improvement was effected at the cost of the mortgagee and was necessary to preserve the property from destruction or deterioration or was necessary to prevent the security from becoming insufficient, or was made in compliance with the lawful order of any public servant or public authority, the mortgagor shall, in the absence of a contract to the contrary, be liable to pay the proper cost thereof as an addition to the principal money *with* interest *at the same rate as is* payable on the principal, or, where no such rate is fixed in the mortgage-deed, at the rate of nine per cent per annum, and the profits, if any, accruing by reason of the improvement shall be credited to the mortgagor."

Amendment of section 64, Act IV of 1882.

29. In section 64 of the said Act, the words "for a term of years" shall be omitted.

Amendment of section 65, Act IV of 1882.

30. In section 65 of the said Act,—

(*a*) in clause (*f*), the words "for a term of years" shall be omitted; and

(*b*) the words "Nothing in clause (*c*), or in clause (*d*), so far as it relates to the payment of future rent, applies in the case of an usufructuary mortgage" shall be omitted.

Insertion of new section 65A in Act IV of 1882.

31. After section 65 of the said Act the following section shall be inserted, namely:—

Mortgagor's power to lease.

"65A. (*1*) Subject to the provisions of sub-section (*2*), a mortgagor, while *lawfully* in possession of the mortgaged property, shall have power to make leases thereof which shall be binding on the mortgagee.

(*2*) (*a*) Every such lease shall be such as would be made in the ordinary course of management of the property concerned, and in accordance with any local law, custom or usage.

(*b*) Every such lease shall reserve the best rent that can reasonably be obtained, and no premium shall be paid or promised and no rent shall be payable in advance.

(*c*) No such lease shall contain a covenant for renewal.

(*d*) Every such lease shall take effect from a date not later than six months from the date on which it is made.

* * * *

(*c*) In the case of a lease of buildings, whether leased with or without the land on which they stand, the duration of the lease shall in no case exceed three years, and the lease all contain a covenant for payment of the rent and a condition of re entry on the rent not being paid within a time therein specified.

(*3*) The provisions of sub section (*1*) apply only if and as far as a contrary intention is not expressed in the mortgage-deed; and the provisions of sub-section (*2*) may be varied or extended by the mortgage deed and, as so varied and extended, shall, as far as may be, operate in like manner and with all like incidents, effects and consequences, as if such variations or extensions were contained in that sub-section."

Amendment of section 67, Act IV of 1882.

52. In section 67 of the said Act,—

(*a*) for the word "payable" the word "due" shall be substituted;

(*b*) *for the words "an order", wherever they occur, the words "a decree" shall be substituted*; and

(*c*) for clause (*c*) the following clause shall be substituted, namely :—

"(*c*) to authorize any mortgagee, other than a mortgagee by conditional sale or a mortgagee under an anomalous mortgage by the terms of which he is entitled to foreclose, to institute a suit for foreclosure, or an usufructuary mortgagee as such or a mortgagee by conditional sale as such to institute a suit for sale, or".

Insertion of new section 67 A in Act IV of 1882 Mortgagee when bound to bring one suit on several mortgages

53. After section 67 of the said Act the following section shall be inserted, namely :—

"67A. A mortgagee who holds two or more mortgages executed by the same mortgagor in respect of each of which he has a right to obtain the same kind of *decree* under section 67, and who sues to obtain such *decree* on any one of the mortgages, shall, in the absence of a contract to the contrary, be bound to sue on all the mortgages in respect of which the mortgage-money has become due."

Substitution of new section for section 68, Act IV of 1882.

54. For section 68 of the said Act the following section shall be substituted, namely :—

Right to sue for mortgage-money.

"68. (*1*) The mortgagee has a right to sue for the mortgage-money in the following cases and no others, namely :—

(*a*) where the mortgagor binds himself to repay the same;

(*b*) where, by any cause other than the wrongful act or default of the mortgagor or mortgagee, the mortgaged property is wholly or partially destroyed or the security is rendered insufficient within the meaning of section 63, and the mortgagee has given the mortgagor a reasonable opportunity of providing further security enough to render the whole security sufficient, and the mortgagor has failed to do so;

(*c*) where the mortgagee is deprived of the whole or part of his security by or in consequence of the wrongful act or default of the mortgagor;

(*d*) where, the mortgagee being entitled to possession of the mortgaged property, the mortgagor fails to deliver the same to him, or to secure the possession thereof to him without disturbance by the mortgagor or any person claiming under a title superior to that of the mortgagor:

Provided that, in the case referred to in clause (a), a transferee from the mortgagor or from his legal representative shall not be liable to be sued for the mortgage-money.

(2) Where a suit is brought under clause (a) or clause (b) of sub-section (1), *the Court may, at its discretion, stay* the suit and all proceedings therein, notwithstanding any contract to the contrary, until the mortgagee has exhausted all his available remedies against the mortgaged property or what remains of it, unless the mortgagee *abandons his security and, if necessary, re-transfers the mortgaged property.*"

Amendment of section 69, Act IV of 1882.

35 In section 69 of the said Act,—

(a) the first paragraph beginning with the words "A power conferred by the mortgage deed" and ending with the words "a solicitor in this behalf" shall be numbered as sub-section (1);

(b) in the sub-section so numbered,—

(i) for the words "A power conferred by the mortgage-deed on the mortgagee, or on any person on his behalf, to sell or concur in selling, in default of payment of the mortgage-money, the mortgaged property, or any part thereof, without the intervention of the Court, is valid in the following cases and in no others, namely :—" the following words shall be substituted, namely :—

"Notwithstanding anything contained in the Trustees' and Mortgagees' Powers Act, 1866, a mortgagee, or any person selling on his behalf, shall, subject to the provisions of this section, have power to sell or concur in selling the mortgaged property, or any part thereof, in default of payment of the mortgage-money, without the intervention of the Court, in the following cases and in no others, namely :—";

XXVIII of 1866.

(ii) in *each of* clauses (b) and (c), after the word "where" the words "a power of sale without the intervention of the Court is expressly conferred on the mortgagee by the mortgage-deed, and" shall be inserted; and

(iii) in clause (c), for the word "is" the words "was, on the date of the execution of the mortgage-deed," shall be substituted, and after the words "any other town" the words "or area" shall be inserted;

(c) the word 'But' in the beginning of the second paragraph shall be omitted, and the said paragraph ending with the words "after becoming due," shall be numbered as sub-section (2), and clauses (1) and (2) of the said paragraph shall be lettered as (a) and (b), respectively;

(d) the third paragraph beginning with the words "When a sale has been made" and ending with the words "exercising the power," shall be numbered as sub-section (3);

(e) the fourth paragraph beginning with the words "The money which is received" and ending with the words "of the sale thereof," shall be numbered as sub-section (4);

(f) for the fifth paragraph beginning with the words "Nothing in the former part" and ending with the words "comes into force" the following *sub-section* shall be substituted, namely :—

"(5) Nothing in this section or in section 69A applies to powers conferred before the first day of July, 1882"; and

(g) the last paragraph beginning with the words "The powers and provisions" and ending with the words "local official Gazette," shall be omitted.

Insertion of new section 9A in Act IV of 1882.

35. After section 69 of the said Act the following section shall be inserted, namely :—

Appointment of receiver.

"69A. (1) *A mortgagee having the right to exercise* a power of sale under . . . section 69 . . . . . shall, subject to the provisions of sub section (2), be entitled to appoint, by writing signed by him or on his behalf, a receiver of the income of the mortgaged property or any part thereof.

(2) Any person who has been named in the mortgage-deed and is willing and able to act as receiver may be appointed by the mortgagee.

If no person has been so named, or if all persons named are unable or unwilling to act, or are dead, the mortgagee may appoint any person to whose appointment the mortgagor agrees; failing such agreement, the mortgagee shall be entitled to apply to the Court for the appointment of a receiver, and any person appointed by the Court shall be deemed to have been duly appointed by the mortgagor.

A receiver may at any time be removed by writing signed by or on behalf of the mortgagee and the mortgagor, or by the Court on application made by either party and on due cause shown.

A vacancy in the office of receiver may be filled in accordance with the provisions of this sub section.

(3) A receiver appointed under the powers conferred by this section shall be deemed to be the agent of the mortgagor, and the mortgagor shall be solely responsible for the receiver's acts or defaults unless the mortgage deed otherwise provides *or unless such acts or defaults are due to the improper intervention of the mortgagee.*

(4) The receiver shall have power to demand and recover all the income of which he is appointed receiver, by suit, execution or otherwise, in the name either of the mortgagor or of the mortgagee to the full extent of the interest which the mortgagor could dispose of, and to give valid receipts accordingly for the same, and to exercise any powers which may have been delegated to him by the mortgagee in accordance with the provisions of this section.

(5) A person paying money to the receiver shall not be concerned to inquire if the appointment of the receiver was valid or not.

(6) The receiver shall be entitled to retain out of any money received by him, for his remuneration, and in satisfaction of all costs, charges and expenses incurred by him as receiver, a commission at such rate not exceeding five per cent on the gross amount of all money received as is specified in his appointment, and, if no rate is so specified, then at the rate of five per cent on that gross amount, or at such other rate as the Court thinks fit to allow, on application made by him for that purpose.

(7) The receiver shall, if so directed in writing by the mortgagee, insure to the extent, if any, to which the mortgagee might have insured, and keep insured against loss or damage by fire, out of the money received by him, the mortgaged property or any part thereof being of an insurable nature.

(8) Subject to the provisions of the Act as to the application of insurance money, the receiver shall apply all money received by him as follows, namely :—

(*i*) in discharge of all rents, taxes, land revenue, rates and outgoings whatever affecting the mortgaged property ;

(*g*) in keeping down all annual sums or other payments, and the interest on all principal sums, having priority to the mortgages in right whereof he is receiver;

(*h*) in payment of his commission, and of the premiums on fire, life or other insurances, if any, properly payable under the mortgage-deed or under this Act, and the cost of executing necessary or proper repairs directed in writing by the mortgagee;

(*i*) in payment of the interest falling due under the mortgage;

(*j*) in or towards discharge of the principal money, if so directed in writing by the mortgagee;

and shall pay the residue, if any, of the money received by him to the person who, but for the possession of the receiver, would have been entitled to receive the income of which he is appointed receiver, or who is otherwise entitled to the mortgaged property.

(*9*) The provisions of sub-section (*1*) apply only if and so far as a contrary intention is not expressed in the mortgage-deed; and the provisions of sub-sections (*1*) to (*8*) inclusive may be varied or extended by the mortgage deed, and, as so varied or extended, shall, so far as may be, operate in like manner and with all the like incidents, effects and consequences, as if such variations or extensions were contained in the said sub-sections.

(*10*) Application may be made, without the institution of a suit, to the Court for its opinion, advice or direction on any present question respecting the management or administration of the mortgaged property, other than questions of difficulty or importance not proper in the opinion of the Court for summary disposal. A copy of such application shall be served upon, and the hearing thereof may be attended by, such of the persons interested in the application as the Court may think fit.

The cost of every application under this sub-section shall be in the discretion of the Court.

(*11*) In this section, "the Court" means the Court which would have jurisdiction in a suit to enforce the mortgage."

Amendment of section 71, Act IV of 1882.

57. In section 71 of the said Act, the words "for a term of years" shall be omitted.

Amendment of section 72, Act IV of 1882.

58. In section 72 of the said Act,—

(*a*) for the words "When, during the continuance of the mortgage, the mortgagee takes possession of the mortgaged property, he" the words "A mortgagee" shall be substituted;

(*b*) clause (*a*) shall be omitted;

(*c*) in clause (*b*), for the words "its preservation" the words "the preservation of the mortgaged property" shall be substituted;

(*d*) after the words "where no such rate is fixed" the words "in the mortgage-deed" shall be inserted;

(*e*) after the words "nine per cent per annum" the following proviso shall be inserted, namely:—

"Provided that the expenditure of money by the mortgagee under clause (*b*) *or clause* (*c*) shall not be deemed to be necessary unless the mortgagor has *been called upon and has* failed to take proper and timely steps to preserve the property or to support the title"; and

(*f*) for the words "a charge on the mortgaged property, in addition to the principal money, with the same priority and with

interest at the same rate" the following shall be substituted, namely:—

"added to the principal money *with* interest *at the same rate as is* payable on the principal money or, where no such rate is fixed in the mortgage-deed, at the rate of nine per cent per annum."

Substitution of new section for section 73, Act IV of 1882.

39. For section 73 of the said Act, the following section shall be substituted, namely:—

Right to proceeds of refusal sale or compensation on acquisition.

"73. (*1*) Where the mortgaged property or any part thereof or any interest therein is sold owing to failure to pay arrears of revenue or other charges of a public nature or rent due in respect of such property, and such failure did not arise from any default on the mortgagee, the mortgagee shall be entitled to claim payment of the mortgage-money, in whole or in part, out of any surplus of the sale-proceeds remaining after payment of the arrears and of all charges and deductions directed by law.

(*2*) Where the mortgaged property or any part thereof or any interest therein is acquired under the Land Acquisition Act, 1894, or any other enactment for the time being in force providing for the compulsory acquisition of immovable property, the mortgagee shall be entitled to claim payment of the mortgage-money, in whole or in part, out of the amount due to the mortgagor as compensation. I of 1894

(*3*) Such claims shall prevail against all other claims except those of prior encumbrancers, and may be enforced notwithstanding that the principal money on the mortgage *has* not *become* due."

Omission of sections 74 and 75 Act IV of 1882.

40. Section 74 and section 75 of the said Act shall be omitted.

Amendment of section 76, Act IV of 1882.

41. In section 76 of the said Act,—

(*a*) in clause (*a*), after the words "charges of a public nature" the words "and all rent" shall be inserted;

(*b*) in clause (*b*), after the words "deducting the expenses" the words "properly incurred for the management of the property and the collection of rents and profits and the other expenses" shall be inserted, and the words "on the mortgage-money" shall be omitted; and

(*c*) in clause (*c*), the word "gross" shall be omitted, and after the words "as the case may be" the following shall be inserted, namely:—

"and shall not be entitled to deduct any amount therefrom on account of any expenses incurred after such date or time in connexion with the mortgaged property."

Omission of section 80, Act IV of 1882.

42. Section 80 of the said Act shall be omitted.

Substitution of new section for section 81, Act IV of 1882.

43. For section 81 of the said Act the following section shall be substituted, namely:—

Marshalling securities.

"81. If the owner of two or more properties mortgages them to one person and then mortgages one or more of the properties to another person, the subsequent mortgagee is, in the absence of a

contract to the contrary, entitled to have the prior mortgage-debt satisfied out of the property or properties not mortgaged to him, so far as the same will extend, but not so as to prejudice the rights of the prior mortgagee or of any other person who has for consideration acquired an interest in any of the properties."

Amendment of section 82, Act IV of 1882.

44. In section 82 of the said Act,—

(a) for the first paragraph beginning with the words "Where several properties", and ending with the words "date of the mortgage" the following shall be substituted, namely :—

"Where property subject to a mortgage belongs to two or more persons having distinct and separate rights of ownership therein, the different *shares in or* parts of such property owned by such persons are, in the absence of a contract to the contrary, liable to contribute rateably to the debt secured by the mortgage, and, for the purpose of determining the rate at which each such *share or* part shall contribute, the value thereof shall be deemed to be its value at the date of the mortgage after deduction of the amount of any other mortgage or charge to which it may have been subject on that date"; *and*

(*b*) in the third paragraph * * * * * for the word "second" the word "subsequent" shall be substituted.

Amendment of section 83, Act IV of 1882.

45. In section 83 of the said Act,—

(*a*) for the words "has become payable" the words "payable in respect of any mortgage has become due" shall be substituted;

(*b*) for the words "if then in his possession or power" the words "and all documents in his possession or power relating to the mortgaged property" shall be substituted;

(*c*) after the word "mortgage-deed," where it occurs for the second time, the words "and all such other documents" shall be inserted; and

(*d*) the following paragraph shall be added after the words "such other person as aforesaid," namely :—

"Where the mortgagee is in possession of the mortgaged property, the Court shall, before paying to him the amount so deposited, direct him to deliver possession thereof to the mortgagor and at the cost of the mortgagor either to retransfer the mortgaged property to the mortgagor or to such third person as the mortgagor may direct or to execute and have registered an acknowledgment in writing that any right in derogation of the mortgagor's interest transferred to the mortgagee has been extinguished."

Amendment of section 84, Act IV of 1882.

46. In section 84 of the said Act,—

(*a*) after the words "from the date of the tender or" the words "in the case of a deposit, where no previous tender of such amount has been made," shall be inserted,

(*b*) for the words "as the case may be" the following shall be substituted, namely :—

"and the notice required by section 83 has been served on the mortgagee.

Provided that, where the mortgagor has deposited such amount without having made a previous tender thereof and has subsequently withdrawn the same or any part thereof, interest on the principal money shall be payable from the date of such withdrawal"; and

(*c*) after the words "tender of the mortgage money" the words "and such notice has not been given before the making of the tender or deposit, as the case may be," shall be added.

Substitution of new section for section 91, Act IV of 1882.

47. For section 91 of the said Act the following section shall be substituted, namely :—

Persons who may sue for redemption.

"91. Besides the mortgagor, any of the following persons may redeem, or institute a suit for redemption of, the mortgaged property, namely :—

(a) any person (other than the mortgagee of the interest sought to be redeemed) who has any interest in, or charge upon, the property mortgaged or in or upon the right to redeem the same ;

(b) any surety for the payment of the mortgage debt or any part thereof ; or

(c) any creditor of the mortgagor who has in a suit for the administration of his estate obtained a decree for sale of the mortgaged property."

Insertion of new sections 92, 93 and 94 in Act IV of 1882. Subrogation.

48. After section 91 of the said Act the following sections shall be inserted, namely :—

"92. Any of the persons referred to in section 91 (other than the mortgagor) and any co-mortgagor shall, on redeeming property subject to the mortgage, have, so far as regards redemption, foreclosure or sale of such property, the same rights as the mortgagee whose mortgage he redeems may have against the mortgagor or any other mortgagee.

The right conferred by this section is called the right of subrogation, and a person acquiring the same is said to be subrogated to the rights of the mortgagee whose mortgage he redeems.

A person who has advanced to a mortgagor money with which the mortgage has been redeemed shall be subrogated to the rights of the mortgagee whose mortgage has been redeemed, if the mortgagor has by a registered instrument agreed that such person shall be so subrogated.

Nothing in this section shall be deemed to confer a right of subrogation on any person unless the mortgage in respect of which the right is claimed has been redeemed in full.

Prohibition of tacking.

93. No mortgagee paying off a prior mortgage, whether with or without notice of an intermediate mortgage, shall thereby acquire any priority in respect of his original security ; and, except in the case provided for by section 70, no mortgagee making a subsequent advance to the mortgagor, whether with or without notice of an intermediate mortgage, shall thereby acquire any priority in respect of his security for such subsequent advance.

Rights of mesne mortgagee.

94. Where a property is mortgaged for successive debts to successive mortgagees, a mesne mortgagee has the same rights against mortgagees posterior to himself as he has against the mortgagor."

Substitution of new sections for section 95, Act IV of 1882.

49. For section 95 of the said Act the following sections shall be substituted, namely :—

Right of redeeming co-mortgagor to expenses.

"95. Where one of several mortgagors redeems the mortgaged property, he shall, in enforcing his right of subrogation under section 92 against his co-mortgagors, be entitled to add to the mortgage-money recoverable from them such proportion of the

expenses properly incurred in such redemption as is attributable to their share in the property.

Mortgage by deposit of title-deeds.

30. The provisions hereinbefore contained which apply to a simple mortgage shall, so far as may be, apply to a mortgage by deposit of title-deeds."

Amendment of section 98, Act IV of 1882.

29. In section 98 of the said Act, for the words "a mortgage not being a simple mortgage, a mortgage by conditional sale, an usufructuary mortgage or an English mortgage or a combination of the first and third, or the second and third, of such forms", the words "an anomalous mortgage" shall be substituted.

Amendment of section 100, Act IV of 1882.

31. In section 100 of the said Act—

(*a*) for the words "as to a mortgagor shall, so far as may be, apply to the owner of such property, and the provisions of sections 81 and 82 shall, so far as may be, apply to the person having such charge" the words "which apply to a simple mortgage shall, so far as may be, apply to such charge." shall be substituted;

(*b*) after the words "in the execution of his trust" the following words shall be added, namely:—

"and, save as otherwise expressly provided by any law for the time being in force, no charge shall be enforced against any property in the hands of a person to whom such property has been transferred for consideration and without notice of the charge."

Substitution of new section for section 101, Act IV of 1882.

32. For section 101 of the said Act the following section shall be substituted, namely:—

No merger in case of subsequent encumbrance.

"101. Any mortgagee of, or person having a charge upon, immoveable property, or any transferee from such mortgagee or chargeholder, may purchase or otherwise acquire the rights in the property of the mortgagor or owner, as the case may be, without thereby causing the mortgage or charge to be merged as between himself and any subsequent mortgagee of, or person having a subsequent charge upon, the same property; and no such subsequent mortgagee or chargeholder shall be entitled to foreclose or sell such property without redeeming the prior mortgage or charge, or otherwise than subject thereto."

Amendment of section 102, Act IV of 1882.

33. In section 102 of the said Act,—

(*a*) for the words "Where the person or agent on whom such notice should be served cannot be found in the said district, or is unknown" the words "Where no person or agent on whom such notice should be served can be found or is known" shall be substituted;

(*b*) after the words "and any notice served in compliance with such direction shall be deemed sufficient" the following proviso shall be inserted, namely:—

"Provided that in the case of a notice required by section 83, in the case of a deposit, the application shall be made to the Court in which the deposit has been made;"

(*c*) for the words "Where the person or agent to whom such tender should be made cannot be found within the said district, or is unknown" the words "Where no person or agent to whom such tender should be made can be found or is known" shall be substituted; and

(*d*) for the words "in such Court as last aforesaid" the words "in any Court in which a suit might be brought for redemption of the mortgaged property" shall be substituted.

Amendment of section 103, Act IV of 1882.

54. In section 103 of the said Act,—

(*a*) after the words "such notice may be served", the words "on or by" shall be inserted; and

(*b*) *for the words and figures "Chapter XXXI of the Code of Civil Procedure" the words and figures "Order XXXII in the first schedule to the Code of Civil Procedure, 1908," shall be substituted.*

V of 1908

Amendment of section 106, Act IV of 1882

55. In section 106 of the said Act, for the words "tendered or delivered either personally to the party who is intended to be bound by it," the following shall be substituted, namely:—

"either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party."

Amendment of section 107, Act IV of 1882.

56. In section 107 of the said Act, *after the words "registered instrument," where they first occur, the words* "and such instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee" *shall be inserted.*

Amendment of section 108, Act IV of 1882.

57. In section 108 of the said Act,—

(*a*) in clause (*h*)—

(*i*) after the words "the lessee may" the words "even after the determination of the lease" shall be inserted; and

(*ii*) for the words "during the continuance of the lease," the words "whilst he is in possession of the property leased but not afterwards," shall be substituted; and

(*b*) in clause (*i*), *after the words "or fell" the words "or sell" shall be inserted, and* after the words "or damage buildings," the words "belonging to the lessor or" shall be inserted.

Amendment of section 111, Act IV of 1882.

58. In clause (*g*) of section 111 of the said Act,—

(*a*) the words "or the lease shall become void" shall be omitted;

(*b*) after the words "title in himself" the following shall be inserted, namely:—

"or (3) the lessee is adjudicated an insolvent and the lease provides that the lessor may re-enter on the happening of such event;"

(*c*) for the words "either case" the words "any of these cases" shall be substituted; and

(*d*) *for* the words "does some act *showing*" the words "*gives notice in writing to the lessee of*" shall be *substituted*

Insertion of new section 114-A in Act IV of 1882 Relief against forfeiture in certain other cases.

59. After section 114 of the said Act the following section shall be inserted, namely:—

"114-A. Where a lease of immoveable property has determined by forfeiture for a breach of an express condition which provides that on breach thereof the lessor may re-enter, no suit for ejectment shall be unless and until the lessor has served on the lessee a notice in *writing*—

(*a*) specifying the particular breach complained of; and

(*b*) if the breach is capable of remedy, requiring the lessee to remedy the breach;

and the lessee fails, within a *reasonable time* from the date of the service of the notice, to remedy the breach, if it is capable of remedy.

Nothing in this section shall apply to an express condition against the assigning, under-letting, parting with the possession, or disposing, of the property leased, or to an express condition relating to forfeiture in case of non-payment of rent."

Substitution of new section for section 119, Act IV of 1882.

60. For section 119 of the said Act the following section shall be substituted, namely :—

Right of party deprived of thing received in exchange.

"119. If any party to an exchange or any person claiming through or under such party is by reason of any defect in the title of the other party deprived of the thing or any part of the thing received by him in exchange, then, unless a contrary intention appears from the terms of the exchange, such other party is liable to him or any person claiming through him for loss caused thereby, or at the option of the person so deprived, for the return of the thing transferred, if still in the possession of such other party."

Amendment of section 128, Act IV of 1882.

61. In section 128 of the said Act, after the words "debts due by" the words "and liabilities of" shall be inserted.

Amendment of section 129, Act IV of 1882.

62. In section 129 of the said Act, the words "or, save as provided by section 123, any rule of Hindu or Buddhist law" shall be omitted.

Amendment of section 130, Act IV of 1882.

63. In section 130 of the said Act,—

(a) after the words "The transfer of an actionable claim" the words "whether with or without consideration", shall be inserted; and

(b) the words "and notwithstanding anything contained in section 123", shall be omitted.

Saving clause.

64. Nothing in any of the following provisions of this Act, namely, sections 2, 3, 4, 5, 9, 10, 16, 17, 19, 20, 21, clause (a) of section 23, section 28, section 31, clause (b) of section 32, sections 33, 34, 35, 37, 47, 53, 55, 58, 59, 60, 62 and 63 shall be deemed in any way to affect—

(a) the terms or incidents of any transfer of property made or effected before the first day of *April*, 1930,

(b) the validity, invalidity, effect or consequences of anything already done or suffered before the aforesaid date,

(c) any right, title, obligation or liability already acquired, accrued or incurred before such date, or

(d) any remedy or proceeding in respect of such right, title, obligation or liability, and nothing in any other provision of this Act shall render invalid or in any way affect anything already done before the first day of *April*, 1930, in any proceeding pending in a Court on that date; and any such remedy and any such proceeding as is herein referred to may be enforced, instituted or continued, as the case may be, as if this Act had not been passed.

The following Report of the Select Committee on the Bill to supplement the Transfer of Property (Amendment) Act, 1929, was presented to the Legislative Assembly on the 2nd September 1929 :—

We, the undersigned members of the Select Committee to which the Bill to supplement the Transfer of Property (Amendment) Act,

1929, was referred, have considered the Bill and the papers noted in the margin, and have now the honour to submit this our report, with the Bill as amended by us annexed hereto. Papers Nos. I to V.

The Bill is supplementary to the Transfer of Property (Amendment) Bill (hereinafter called the main Bill), providing as it does for amendments which are consequential or necessary in view of the amendments proposed in the main Bill. As we have already stated in our report on the main Bill, we are in full agreement as to the necessity for these amendments and therefore propose to confine ourselves in this report to the matters of detail in regard to which we have alterations to suggest.

Clause 1.—We propose that this Bill should come into force on the 1st April, 1930, together with the main Bill, and our remarks on clause 1 of that Bill are equally applicable in this case.

Clause 3.—We think that the proper place for the amendment contained in this clause is after section 27 of the Specific Relief Act, 1877, and not after section 30.

Clause 4.—Rule 4 of Order XXXIV in Schedule I to the Code of Civil Procedure, 1908.—We are not convinced by the reasons given by the Special Committee for deciding not to insert a provision giving the Court power to extend the time for the payment of the amount due from a mortgagor after a preliminary decree for the sale of the mortgaged property has been passed. We think this is a power which the Court may well be trusted to exercise in proper cases and on proper terms. We have, therefore, inserted a new sub-rule as sub-rule (2) in this rule on the lines of sub-clause (*c*) of clause (*e*) in sub-rule (1) of rule 2. Sub-rules (2) and (3) of the present rule have therefore been re-numbered as sub-rules (3) and (4). Abuse of such a provision is prevented by providing that the extension of time cannot be granted after the final decree for sale has been actually passed.

Rule 5.—We have added the words "if a decree has been passed on order" after the words "pass a final decree" in sub-rule (1). As the sub-rule stands at present it contemplates the passing of another final decree in favour of a mortgagor who makes payment after a final decree for sale has been passed at the instance of the mortgagee, but before the confirmation of the sale of the mortgaged property. The passing of two final decrees would lead to confusion, besides being obviously an anomaly. In the case where a mortgagor gets a sale set aside before it is confirmed by making the required payment, under Order XXI, rule 89, of the Code of Civil Procedure, 1908, the directions given by the Court ordering the mortgagee to deliver the documents or to re-transfer the mortgaged property are orders in execution and there is no necessity for the Court to pass another decree.

Rules 5 and 8.—For the word "personal" which occurred in these rules, we have substituted the words "otherwise than out of the property" which occur in the present rule 6.

Rule 7.—In sub-rule (2) we have made it clear that the time for payment can only be extended before a final decree for foreclosure or sale is passed.

Rule 8.—As in rule 6, we have also made it clear that if the mortgagor makes payment after the passing of the final decree for sale, but before the confirmation of the sale itself, the Court need not frame another decree in his favour, but may by an order direct

the mortgagee to re-deliver the documents or to re-transfer the mortgaged property.

Rule 15.—Section 99 which it is proposed to introduce in the Transfer of Property Act, 1882, applies the provisions relating to simple mortgages to mortgages by the deposit of title deeds. Our amendment to this rule makes the necessary corresponding provision in Order XXXIV of the Code of Civil Procedure, 1908.

Clause 8.—The changes which we have made in the Forms set out in the Schedule are consequential upon the amendments which we have explained above.

New Clause 9.—There is much conflict of decisions regarding the period of limitation which governs a suit to recover the money due on a mortgage by the deposit of title-deeds. Some Courts have held that it is 60 years, while others hold that it is 12 years. We think that this conflict should now be set at rest; and as the preponderance of opinion is in favour of providing a 12 years' rule in such cases, we propose to bring these mortgages under Article 132 of the Indian Limitation Act, 1908.

Clause 9 (new clause 10).—The omission of clause (*a*) of sub clause (*f*) of this clause is consequential upon the amendment which we have made in clause 54 (now clause 58) of the main Bill.

We think that the proposal in sub-clause (*c*) to exclude decrees or orders passed on a compromise from the exemption from registration allowed in favour of decrees, orders and awards under section 17, sub-section (*2*), clause (*vi*) of the Indian Registration Act, 1908, goes too far. To meet the difficulties raised by such cases as the decision in L. R. 46 I A. 246 referred to by the Special Committee, we think it will be sufficient if it be provided that compromise decrees or orders shall be exempt from registration in so far as they do not relate to immovable property which is not the subject matter of the suit.

In sub-clause (*d*), we have provided that the provisions of section 49 of the Indian Registration Act, 1908, will apply to documents which require registration not only under section 17 of that Act, but also under the Transfer of Property Act, 1882.

In the proviso, we have added words to make it clear that the documents which require to be registered but have not been registered, can be admitted in evidence for a collateral purpose. This is in accordance with the course of judicial decisions.

2. The Bill was published in English in the *Gazette of India* on the 9th April 1922.

3. We think that the Bill has not been so altered as to require republication, and we recommend that it be passed as now amended.

B. L. MITTER.
M. A. JINNAH.
AMAR NATH DUTT.
M. SHAH NAWAZ.
M. ANWAR-UL AZIM.
V. V. JOGIAH.
M. S. ANEY.

4th June 1929.

[AS AMENDED BY THE SELECT COMMITTEE.]

[Words printed in italics indicate the amendments suggested by the Committee.]

A Bill to supplement the Transfer of Property (Amendment) Act, 1929.

WHEREAS by reason of the passing of the Transfer of Property (Amendment) Act, 1929, it is expedient that certain amendments of 1882. should be made in certain *other* enactments; It is hereby enacted as follows:—

Short title and commencement

1. (*1*) This Act may be called the Transfer of Property (Amendment) Supplementary Act, 1929.

(*2*) It shall come into force on the first day of *April*, 1930.

Amendment of section 8, Act III of 1874

2. For the proviso to section 8 of the Married Women's Property Act, 1874, the following proviso shall be substituted, namely:— III of 1874.

"Provided that nothing herein contained shall—

(*a*) entitle such person to recover anything by attachment and sale or otherwise out of any property which has been transferred to a woman or for her benefit on condition that she shall have no power during her marriage to transfer or charge the same or her beneficial interest therein, or

(*b*) affect the liability of a husband for debts contracted by his wife's agency expressed or implied."

Insertion of new section 27A in Act I of 1877.

3. After section 27 of the Specific Relief Act, 1877, the following I of 1877. . . . section shall be inserted, namely:—

Specific performance in case of part performance of contract to lease

"27A. Subject to the provisions of this Chapter, where a contract to lease immovable property is made in writing signed by the parties thereto or on their behalf, either party may, notwithstanding that the contract, though required to be registered, has not been registered, sue the other for specific performance of the contract if,—

(*a*) where specific performance is claimed by the lessor, he has delivered possession of the property to the lessee in part performance of the contract; and

(*b*) where specific performance is claimed by the lessee, he has in part performance of the contract, taken possession of the property, or, being already in possession, continues in possession in part performance of the contract, and has done some act in furtherance of the contract:

Provided that nothing in this section shall affect the rights of a transferee for consideration who has no notice of the contract or of part performance thereof.

This section applies to contracts to lease executed after the first day of *April*, 1930."

Substitution of new rules for rules 2 to 6, Order XXXIV, Schedule I, Act V of 1908.

4. In Order XXXIV in the First Schedule to the Code of Civil Procedure, 1908, for rules 2 to 6 the following rules shall be substituted, namely:— V of 1908.

Preliminary decree in foreclosure suit.

"2. (*1*) In a suit for foreclosure, if the plaintiff succeeds, the Court shall pass a preliminary decree—

(*a*) ordering that an account be taken of what was due to the plaintiff at the date of such decree for—

(*i*) principal and interest on the mortgage,

(*ii*) the costs of suit, if any, awarded to him, and

(*iii*) other costs, charges and expenses properly incurred by him up to that date in respect of his mortgage-security, together with interest thereon; or

(*b*) declaring the amount so due at that date; and

(*c*) directing,—

(*i*) that, if the defendant pays into Court the amount so found or declared due on or before such date as the Court may fix within six months from the date on which the Court confirms and countersigns the account taken under clause (*a*), or from the date on which such amount is declared in Court under clause (*b*), as the case may be and thereafter pays such amount as may be adjudged due in respect of subsequent costs, charges and expenses as provided in rule 10, together with subsequent interest on such sums respectively as provided in rule 11, the plaintiff shall deliver up to the defendant, or to such person as the defendant appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, re-transfer the property to the defendant at his cost free from the mortgage and from all incumbrances created by the plaintiff or any person claiming under him, or, where the plaintiff claims by derived title, by those under whom he claims, and shall also, if necessary, put the defendant in possession of the property; and

(*ii*) that, if payment of the amount found or declared due under or by the preliminary decree is not made on or before the date so fixed, or the defendant fails to pay, within such time as the Court may fix, the amount adjudged due in respect of subsequent costs, charges, expenses and interest, the plaintiff shall be entitled to apply for a final decree debarring the defendant from all right to redeem the property.

(*2*) The Court may, on good cause shown and upon terms to be fixed by the Court, from time to time, *at any time before a final decree is passed*, extend the time fixed for the payment of the amount found or declared due under sub-rule (*1*) or of the amount adjudged due in respect of subsequent costs, charges, expenses and interest.

(*3*) Where, in a suit for foreclosure, subsequent mortgagees or persons deriving title from, or subrogated to the rights of, any such mortgagees are joined as parties, the preliminary decree shall provide for the adjudication of the respective rights and liabilities of the parties to the suit in the manner and form set forth in Form No. 9 or Form No. 10, as the case may be, of Appendix D with such variations as the circumstances of the case may require.

Final decree in foreclosure suit.

"3. (*1*) Where, before a final decree debarring the defendant from all right to redeem the mortgaged property has been passed the defendant makes payment into Court of all amounts due from him under sub rule (*1*) of rule 2, the Court shall, on application made by the defendant in that behalf, pass a final decree—

(*a*) ordering the plaintiff to deliver up the documents referred to in the preliminary decree,

and, if necessary,—

(*b*) ordering him to re-transfer at the cost of the defendant the mortgaged property as directed in the said decree, and, also, if necessary,—

(*c*) ordering him to put the defendant in possession of the property.

(*2*) Where payment in accordance with sub-rule (*1*) has not been made, the Court shall, on application made by the plaintiff in

this behalf, pass a final decree declaring that the defendant and all persons claiming through or under him are debarred from all right to redeem the mortgaged property and also, if necessary, ordering the defendant to put the plaintiff in possession of the property.

(3) On the passing of a final decree under sub-rule (2), all liabilities to which the defendant is subject in respect of the mortgage or on account of the suit shall be deemed to have been discharged.

Preliminary decree in suit for sale

"4. (1) In a suit for sale, if the plaintiff succeeds, the Court shall pass a preliminary decree to the effect mentioned in clauses (a), (b) and (c) of sub-rule (1) of rule 2, and further directing that, in default of the defendant paying as therein mentioned, the plaintiff shall be entitled to apply for a final decree directing that the mortgaged property or a sufficient part thereof be sold, and the proceeds of the sale (after deduction therefrom of the expenses of the sale) be paid into Court and applied in payment of what has been found or declared under or by the preliminary decree due to the plaintiff, together with such amount as may have been adjudged due in respect of subsequent costs, charges, expenses and interest, and the balance, if any, be paid to the defendant or other persons entitled to receive the same.

(2) The Court may, on good cause shown and upon terms to be fixed by the Court, from time to time, at any time before a final decree for sale is passed, extend the time fixed for the payment of the amount found or declared due under sub-rule (1) *or of the amount adjudged due in respect of subsequent costs, charges, expenses and interest.*

Power to decree sale in foreclosure suit.

(3) In a suit for foreclosure in the case of an anomalous mortgage, if the plaintiff succeeds, the Court may, at the instance of any party to the suit or of any other person interested in the mortgage-security or the right of redemption, pass a like decree (in lieu of a decree for foreclosure) on such terms as it thinks fit, including the deposit in Court of a reasonable sum fixed by the Court to meet the expenses of the sale and to secure the performance of the terms.

(4) Where, in a suit for sale or a suit for foreclosure in which sale is ordered, subsequent mortgagees or persons deriving title from, or subrogated to the rights of, any such mortgagee are joined as parties, the preliminary decree referred to in sub-rule (1) shall provide for the adjudication of the respective rights and liabilities of the parties to the suit in the manner and form set forth in Form No. 9, Form No. 10 or Form No. 11, as the case may be, of Appendix D with such variations as the circumstances of the case may require.

Final decree in suit for sale.

"5. (1) Where, on or before the day fixed or at any time before the confirmation of a sale made in pursuance of a final decree passed under sub-rule (3) of this rule, the defendant makes payment into Court of all amounts due from him under sub-rule (1) of rule 4, the Court shall, on application made by the defendant in this behalf, pass a final decree *or, if such decree has been passed, an order*—

(a) ordering the plaintiff to deliver up the documents referred to in the preliminary decree,

and, if necessary,—

(b) ordering him to transfer the mortgaged property as directed in the said decree,

and, also, if necessary,—

(c) ordering him to put the defendant in possession of the property.

(3) Where the mortgaged property or part thereof has been sold in pursuance of a decree passed under sub-rule (3) of this rule, the Court shall not pass an order under sub-rule (1) of this rule, unless the defendant, in addition to the amount mentioned in sub rule (1), deposits in Court for payment to the purchaser a sum equal to five per cent of the amount of the purchase money paid into Court by the purchaser

Where such deposit has been made, the purchaser shall be entitled to an order for repayment of the amount of the purchase money paid into Court by him, together with a sum equal to five per cent thereof,

(5) Where payment in accordance with sub-rule (1) has not been made, the Court shall, on application made by the plaintiff in this behalf, pass a final decree directing that the mortgaged property or a sufficient part thereof be sold, and that the proceeds of the sale be dealt with in the manner provided in sub rule (1) of rule 4.

Recovery of balance due on mortgage in suit for foreclosure, sale or redemption.

"6. Where the net proceeds of any sale held under the last preceding rule are found insufficient to pay the amount due to the plaintiff, the Court, on application by him, may, if the balance is [illegible] legally recoverable from the defendant *otherwise than out of the property* sold, pass a decree for such *balance*.

Preliminary decree in redemption suit.

"7. (1) In a suit for redemption, if the plaintiff succeeds, the Court shall pass a preliminary decree—

(a) ordering that an account be taken of what was due to the defendant at the date of such decree for—

(i) principal and interest on the mortgage,

(ii) the costs of suit, if any, awarded to him, and

(iii) other costs, charges and expenses properly incurred by him up to that date, in respect of his mortgage-security, together with interest thereon; or

(b) declaring the amount so due at that date; and

(c) directing—

(i) that, if the plaintiff pays into Court the amount so found or declared due on or before such date as the Court may fix within six months from the date on which the Court confirms and countersigns the account taken under clause (a), or from the date on which such amount is declared in Court under clause (b), as the case may be, and thereafter pays such amount as may be adjudged due in respect of subsequent costs, charges and expenses as provided in rule 10, together with subsequent interest on such sums respectively as provided in rule 11, the defendant shall deliver up to the plaintiff, or to such person as the plaintiff appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, retransfer the property to the plaintiff at his cost free from the mortgage and from all incumbrances created by the defendant or any person claiming under him, or, where the defendant claims by derived title, by those under whom he claims, and shall also, if necessary, put the plaintiff in possession of the property; and

(ii) that, if payment of the amount found or declared due under or by the preliminary decree is not made on or before the date so fixed, or the plaintiff fails to pay, within such time as the Court may fix, the amount adjudged due in respect of subsequent costs, charges, expenses and interest, the defendant shall be entitled to apply for a final decree—

(a) in the case of a mortgage other than a usufructuary mortgage, a mortgage by conditional sale, or an anomalous mortgage

the terms of which provide for foreclosure only and not for sale, that the mortgaged property be sold, or

(*b*) in the case of a mortgage by conditional sale or such an anomalous mortgage as aforesaid, that the plaintiff be debarred from all right to redeem the property.

(*2*) The Court may, on good cause shown and upon terms to be fixed by the Court, from time to time, *at any time before the passing of a final decree for foreclosure or sale, as the case may be*, extend the time fixed for the payment of the amount found or declared due under sub-rule (*1*) or of the amount adjudged due in respect of subsequent costs, charges, expenses and interest.

Final decree in redemption suit.

" 8. (*1*) Where, before a final decree debarring the plaintiff from all right to redeem the mortgaged property has been passed or before the confirmation of a sale held in pursuance of a final decree passed under sub-rule (*3*) of this rule, the plaintiff makes payment into Court of all amounts due from him under sub rule (*1*) of rule 7, the Court shall, on application made by the plaintiff in this behalf, pass a final decree *or, if such decree has been passed, an order*—

(*a*) ordering the defendant to deliver up the documents referred to in the preliminary decree,
and, if necessary,—

(*b*) ordering him to retransfer at the cost of the plaintiff the mortgaged property as directed in the said decree,
and, also, if necessary,—

(*c*) ordering him to put the plaintiff in possession of the property.

(*2*) Where the mortgaged property or a part thereof has been sold in pursuance of a decree passed under sub rule (*3*) of this rule, the Court shall not pass *an order* under sub-rule (*1*) of this rule, unless the plaintiff, in addition to the amount mentioned in sub-rule (*1*), deposits in Court for payment to the purchaser a sum equal to five per cent of the amount of the purchase-money paid into Court by the purchaser.

Where such deposit has been made, the purchaser shall be entitled to an order for repayment of the amount of the purchase-money paid into Court by him, together with a sum equal to five per cent thereof.

(*3*) Where payment in accordance with sub rule (*1*) has not been made, the Court shall, on application made by the defendant in this behalf,—

(*a*) in the case of a mortgage by conditional sale or of such an anomalous mortgage as is hereinbefore referred to in rule 7, pass a final decree declaring that the plaintiff and all persons claiming under him are debarred from all right to redeem the mortgaged property and, also, if necessary, ordering the plaintiff to put the defendant in possession of the mortgaged property; or

(*b*) in the case of any other mortgage, not being a usufructuary mortgage, pass a final decree that the mortgaged property or a sufficient part thereof be sold, and the proceeds of the sale (after deduction therefrom of the expenses of the sale) be paid into Court and applied in payment of what is found due to the defendant, and the balance, if any, be paid to the plaintiff or other persons entitled to receive the same."

V of 1908.

6. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, after rule 8 the following rule shall be inserted, namely :—

Insertion of new rule 8A in Order XXXIV, Schedule I, Act V of 1908.

"8-A Where the net proceeds of any sale held under the last preceding rule are found insufficient to pay the amount due to the defendant, the Court, on application by him, may, if the balance is . . . legally recoverable from the plaintiff *otherwise than out of the property sold*, pass a decree for such *balance*."

Recovery of balance due on mortgage in suit for redemption.

V of 1908.

6. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, for rules 10 and 11 the following rules shall be substituted, namely —

Substitution of new rules for rules 10 and 11 of Order XXXIV, Schedule I, Act V of 1908.

"10. In finally adjusting the amount to be paid to a mortgagee in case of a foreclosure, sale or redemption, the Court shall, unless in the case of costs of the suit the conduct of the mortgagee has been such as to disentitle him thereto, add to the mortgage money such costs of the suit and other costs, charges and expenses as have been properly incurred by him since the date of the preliminary decree for foreclosure, sale or redemption up to the time of actual payment.

Costs of mortgagee subsequent to decree.

"11. In any decree passed in a suit for foreclosure, sale or redemption, where interest is legally recoverable, the Court may order payment of interest to the mortgagee as follows, namely :—

Payment of interest.

(a) interest up to the date on or before which payment of the amount found or declared due is under the preliminary decree to be made by the mortgagor or other person redeeming the mortgage—

(*i*) on the principal amount found or declared due on the mortgage,—at the rate fixed in the mortgage deed, or, if no rate has been so fixed, at such rate as the Court deems reasonable,

(*ii*) on the amount of the costs of the suit awarded to the mortgagee,—at such rate as the Court deems reasonable from the date of the preliminary decree, and

(*iii*) on the amount adjudged due to the mortgagee for costs, charges and expenses properly incurred by the mortgagee in respect of the mortgage-security up to the date of the preliminary decree and added to the mortgage-money,—at the rate fixed in the mortgage deed or, if no rate has been so fixed, at nine per cent per annum ; and

(*b*) subsequent interest up to the date of realization or actual payment at such rate as the Court deems reasonable—

(*i*) on the aggregate of the principal sums specified in clause (a) and of the interest thereon as calculated in accordance with that clause ; and

(*ii*) on the amount adjudged due to the mortgagee in respect of such further costs, charges and expenses as may be payable under rule 10."

Substitution of new rule for rule 15, Order XXXIV, Schedule I, Act V of 1908

7. In Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, for rule 15 the following rule shall be substituted, namely:— V of 1908.

Mortgages by the deposit of title deeds and charges.

"15. All the provisions contained in this order which apply to a simple mortgage shall, so far as may be, apply to a *mortgage by deposit of title deeds within the meaning of section 58, and* to a charge within the meaning of section 100 of the Transfer of Property Act, 1882." IV of 1882.

Substitution of new Forms for Forms 8 to 11 in Appendix D, Schedule I, Act V of 1908

8. For forms 8 to 11 in Appendix D to the First Schedule to the Code of Civil Procedure, 1908, the forms set forth in the schedule shall be substituted. V of 1908.

Amendment of Act IX of 1908.

9. *In Article No. 132 in the First Division of the First Schedule to the Indian Limitation Act, 1908, the following clause shall be added after clause (b) of the Explanation, namely:—* IX of 1908.

"*and*

(c) advances secured by mortgage by deposit of title-deeds."

Amendment of Act XVI of 1908.

10. (1) In . . section 17 of the Indian Registration Act, 1908,— XVI of 1908

* * * * *

(a) after clause (*d*) *of sub-section* (1) the following clause shall be added, namely:—

"(*e*) non-testamentary instruments transferring or assigning any decree or order of a Court or any award when such decree or order or award purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immoveable property"; *and*

(b) in clause (*v*) of sub-section (2) . . . for the words "and any award" the words "except a decree or order expressed to be made on a compromise *and comprising immoveable property other than that which is the subject matter of the suit or proceeding*" shall be substituted.

(2) In section 48 of the same Act, after the words "or followed by delivery of possession" the following words shall be added, namely:—

"and the same constitutes a valid transfer under any law for the time being in force:

Provided that a mortgage by *deposit of title-deeds as defined in section 58* of the Transfer of Property Act, 1882, shall take effect against any mortgage deed subsequently executed and registered which relates to the same property." IV of 1882.

(3) In section 49 of the same Act—

(*a*) *after the word and figures "section 17" the words "or by any provision of the Transfer of Property Act, 1882," shall be inserted*; *and* IV of 1882.

(*b*) to that section the following proviso shall be added, namely:—

"Provided that an unregistered document affecting immoveable property and required by this Act or the Transfer of Property

IV of 1908. Act, 1882, to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 1877, or as evidence of part performance of a contract for the purposes of section 53-A of the Transfer of Property Act, 1882, *or as evidence of any collateral transaction not required to be effected by registered instrument.*"

I of 1877.

IV of 1882.

Mad. Act I of 1914. 17. In the Hindu Transfers and Bequests Act, 1914, for sections 3, 4 and 5 the following sections shall be substituted, namely :— Amendment of Madras Act I of 1914.

"3. Subject to the limitations and provisions specified in this Act, no disposition of property by a Hindu, whether by transfer *inter vivos* or by will, shall be invalid by reason only that any person for whose benefit it may have been made was not born at the date of such disposition. Disposition for the benefit of person not in existence.

4. The limitations and provisions referred to in section 3 shall be the following, namely :— Limitations and conditions.

(*a*) in respect of dispositions by transfers *inter vivos*, those contained in Chapter II of the Transfer of Property Act, 1882, and

IV of 1882.

(*b*) in respect of dispositions by will, those contained in sections 113, 114, 115 and 116 of the Indian Succession Act, 1925."

XXXIX of 1925.

XV of 1916. 18. (*1*) In section 3 of the Hindu Disposition of Property Act, 1916,— Amendment of Act XV of 1916.

(*a*) in clause (*a*), for the words and figures "sections 13, 14 and 20" the word and figure "Chapter II" shall be substituted, and

X of 1865. (*b*) in clause (*b*), for the words and figures "sections 100 and 101 of the Indian Succession Act, 1865" the words and figures "sections 113, 114, 115 and 116 of the Indian Succession Act, 1925," shall be substituted.

XXXIX of 1925.

(*2*) Section 4 of the same Act shall be omitted.

VIII of 1921. 19. In the Hindu Transfers and Bequests (City of Madras) Act, 1921, for sections 3, 4 and 5 the following sections shall be substituted, namely :— Amendment of Act VIII of 1921.

"3. Subject to the limitations and provisions specified in this Act, no disposition of property by a Hindu, whether by transfer *inter vivos* or by will, shall be invalid by reason only that any person for whose benefit it may have been made was not born at the date of such disposition. Disposition for the benefit of person not in existence.

4. The limitations and provisions referred to in section 3 shall be the following, namely :— Limitations and conditions.

(*a*) in respect of disposition by transfers *inter vivos*, those contained in Chapter II of the Transfer of Property Act, 1882, and

IV of 1882.

(*b*) in respect of dispositions by will, those contained in sections 113, 114, 115 and 116 of the Indian Succession Act, 1925."

XXXIX of 1925

XXXIX of 1925. 20. (*1*) In section 115 of the Indian Succession Act, 1925,— Amendment of Act XXXIX of 1925.

(*a*) for the words "wholly void" the words "void in regard to those persons only and not in regard to the whole class" shall be substituted,

(*b*) in *Illustration* (*f*), for the words "and, as it is given to all his children as a class, it is not good as to any division of that class, but is wholly void" the following words shall be substituted, namely :—

"and in regard to those who do not attain the age of 25 within 18 years after A's death, but is operative in regard to the other children of A"; and

(*c*) in *Illustration* (*i*), for the words "The mention of B, C and D by name does not prevent the bequest from being regarded as a bequest to a class, and the bequest is wholly void" the following words shall be substituted, namely:—

"Although the mention of B, C and D does not prevent the bequest from being regarded as a bequest to a class, it is not wholly void. It is operative as regards any of the children B, C or D, who attains the age of 25 within 18 years after A's death."

(*2*) For section 116 of the same Act the following section shall be substituted, namely:—

Bequest to take effect on failure of prior bequest.

"116. Where by reason of any of the rules contained in sections 113 and 114, any bequest in favour of a person or of a class of persons is void in regard to such person or the whole of such class, any bequest contained in the same will and intended to take effect after or upon failure of such prior bequest is also void."

(*3*) For section 117 of the same Act and the *Illustration* thereto the following section shall be substituted, namely:—

Effect of direction for accumulation.

"117. (*1*) Where the terms of a will direct that the income arising from any property shall be accumulated either wholly or in part during any period longer than a period of eighteen years from the death of the testator, such direction shall, save as hereinafter provided, be void to the extent to which the period during which the accumulation is directed exceeds the aforesaid period, and at the end of such period of eighteen years the property and the income thereof shall be disposed of as if the period during which the accumulation has been directed to be made had elapsed.

(*2*) This section shall not affect any direction for accumulation for the purpose of—

(*i*) the payment of the debts of the testator or any other person taking any interest under the will, or

(*ii*) the provision of portions for children or remoter issue of the testator or of any other person taking any interest under the will, or

(*iii*) the preservation or maintenance of any property bequeathed;

and such direction may be made accordingly."

Savings.

15. Nothing in this Act shall be deemed to affect—

(*a*) the terms or incidents of any transfer or disposition of property made or effected before the first day of *April* 1930;

(*b*) the validity, invalidity, effect or consequences of anything already done or suffered before the aforesaid date;

(*c*) any right, title, obligation or liability already acquired, accrued or incurred before such date;

(*d*) any remedy or proceeding in respect of such right, title, obligation or liability; or

(*e*) anything done in the course of any proceeding pending in any Court on the aforesaid date;

and any such remedy or proceeding may be enforced, instituted or continued, as the case may be, as if this Act had not been passed

SCHEDULE.

(*See section 8.*)

FORM No. 3.

Preliminary decree for foreclosure.

(Order XXXIV, rule 2.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc.; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following:—

(*i*) an account of what is due on this date to the plaintiff for principal and interest on his mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable);

(*ii*) an account of the income of the mortgaged property received up to this date by the plaintiff or by any other person by the order or for the use of the plaintiff or which without the wilful default of the plaintiff or such person might have been so received;

(*iii*) an account of all sums of money properly incurred by the plaintiff up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security, together with interest thereon (such interest to be computed at the rate fixed in the mortgage deed or, if no rate has been so fixed, at nine per cent per annum);

(*iv*) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the plaintiff which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (*ii*) or adjudged due under clause (*iv*) above, together with interest thereon, shall first be adjusted against any sums paid by the plaintiff under clause (*iii*) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the plaintiff on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(*i*) that the defendant do pay into Court on or before the day of , or any later date up to which time for payment may be extended by the Court, *such sum*

as the Court shall find due, and the sum of Rs. for the costs of the suit awarded to the plaintiff;

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff shall be at liberty to apply to the Court for a final decree that the defendant shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 2A.

Preliminary decree for foreclosure.

(Order XXXIV, rule 2—Where the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on his mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage security, together with interest thereon, and the sum of Rs. for the costs of this suit awarded to the plaintiff, making in all the sum of Rs.

2. And it is hereby ordered and decreed as follows:—

(*i*) that the defendant do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court of the said sum of Rs. ;

(*d*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree that the defendant shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 4.

Final decree for foreclosure.

(Order XXXIV, rule 3)

(TITLE.)

Upon reading the preliminary decree passed in this suit on the day of and further orders (if any) dated the day of and the application of the plaintiff, dated the day of for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the defendant or any person on his behalf or any other person entitled to redeem the said mortgage:

It is hereby ordered and decreed that the defendant and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property in the aforesaid preliminary decree mentioned; * [and (*if the defendant is in possession of the said mortgaged property*) that the defendant shall deliver to the plaintiff quiet and peaceable possession of the said mortgaged property].

2. And it is hereby further declared that the whole of the liability whatsoever of the defendant up to this day arising from the said mortgage mentioned in the plaint or from this suit is hereby discharged and extinguished.

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* Words not required to be deleted.

FORM No. 5.

Preliminary decree for sale.

(Order XXXIV, rule 4.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc.; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following:—

(i) an account of what is due as this date to the plaintiff for principal and interest on his mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no such rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable);

(ii) an account of the income of the mortgaged property received up to this date by the plaintiff or by any other person by the order or for the use of the plaintiff or which without the wilful default of the plaintiff or such person might have been so received;

(iii) an account of all sums of money properly incurred by the plaintiff up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security, together with interest thereon (such interest to be computed at the rate fixed in the mortgage-deed, or, if no such rate has been fixed, at nine per cent per annum);

(iv) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the plaintiff which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (*c*) or adjudged due under clause (*iv*) above, together with interest thereon, shall first be adjusted against any sums paid by the plaintiff under clause (*iii*), together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the plaintiff on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(i) that the defendant do pay into Court on or before the day of *or any later date up to which time for payment may be extended by this Court, such sum as the Court shall find due* and the sum of Rs. for the costs of the suit awarded to the plaintiff;

(ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit, and such costs, charges and expenses as may be payable under rule 10, together with

such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, reconvey or re-transfer the said property free from the mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold, and for the purposes of such sale the plaintiff shall produce before the Court, or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

6. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit, and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

7. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the plaintiff shall be at liberty (where such remedy is open to him under the terms of the mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the defendant for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property.

FORM No. 5A.

Preliminary decree for sale.

(Order XXXIV, rule 4.—When the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs.

for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage security, together with interest thereon and the sum of Rs. for the costs of the suit awarded to the plaintiff, making in all the sum of Rs. ;

2. And it is hereby ordered and decreed as follows:—

(*i*) that the defendant do pay into Court on or before the day of or any *later date up to which time for payment may be extended by the Court*, the said sum of Rs. ;

(*ii*) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints all documents in his possession or power relating to the mortgaged property.

4. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit, and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

5. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the plaintiff shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the defendant for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 6.

Final decree for sale.

(Order XXXIV, rule 5.)

(TITLE.)

Upon reading the preliminary decree passed in this suit on the day of and further orders (if any) dated the day of and the application of the plaintiff dated the day of for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the defendant or any person on his behalf or any other person entitled to redeem the mortgage ;

It is hereby ordered and decreed that the mortgaged property in the aforesaid preliminary decree mentioned or a sufficient part thereof be sold, and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints all documents in his possession or power relating to the mortgaged property.

2. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into the Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under the aforesaid preliminary decree and under any further orders that may have been passed in this suit and in payment of any amount which the Court may have adjudged due to the plaintiff for such costs of the suit including the costs of this application and such costs, charges, and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

FORM No. 7.

Preliminary decree for redemption where on default of payment by mortgagor a decree for foreclosure is passed.

(Order XXXIV, rule 7.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc ; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following :—

(*i*) an account of what is due on this date to the defendant for principal and interest on the mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable);

(*ii*) an account of the income of the mortgaged property received up to this date by the defendant or by any other person by order or for the use of the defendant or which without the wilful default of the defendant or such person might have been so received ;

(*iii*) an account of all sums of money properly incurred by the defendant up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon (such interest to be computed at the rate fixed in the mortgage-deed, or if no rate has been so fixed, at nine per cent per annum);

(*iv*) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the defendant which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2 It is hereby further ordered and decreed that any amount reserved under clause (*ii*) or adjudged due under clause (*iv*) above, together with interest thereon, shall be adjusted against any sums paid by the defendant under clause (*iii*) together with interest thereon, and the balance, if any, shall be added to the mortgage money or, as the case may be, be debited in reduction of the amount due to the defendant on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3 And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

(*i*) that the plaintiff do pay into Court on or before the day of , or any later date up to which time for payment may be extended by the Court *such sum as the Court shall find due* and the sum of Rs. for the costs of the suit awarded to the defendant;

(*ii*) that, on such payment, and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or the suit and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant shall be at liberty to apply to the Court for a final decree that the plaintiff shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property; and that the parties shall be at

liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property.

FORM No. 7 A.

Preliminary decree for redemption where on default of payment by mortgagor a decree for sale is passed.

(Order XXXIV, rule 7.—Where accounts are directed to be taken.)

(TITLE.)

This suit coming on this day, etc; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following :—

(*i*) an account of what is due on this date to the defendant for principal and interest on the mortgage mentioned in the plaint (such interest to be computed as provided in the mortgage-deed or, if no rate has been so fixed, at six per cent per annum or at such rate as the Court deems reasonable] ;

(*ii*) an account of the income of the mortgaged property received up to this date by the defendant or by any other person by the order or for the use of the defendant or which without the wilful default of the defendant or such person might have been so received ;

(*iii*) an account of all sums of money properly incurred by the defendant up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage security together with interest thereon (such interest to be computed at the rate fixed in the mortgage deed or, if no rate has been so fixed, at nine per cent per annum) ;

(*iv*) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the defendant which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (*ii*) or adjudged due under clause (*iv*) above, together with interest thereon, shall first be adjusted against any sums paid by the defendant under clause (*iii*) together with interest thereon, and the balance, if any, shall be added to the mortgage-money, or, as the case may be, be debited in reduction of the amount due to the defendant on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that, upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make

4. And it is hereby further ordered and decreed—

(*i*) that the plaintiff do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court, *such sum as the Court shall find due* and

the sum of Rs. for the costs of the suit awarded to the defendant;

(ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the defendant shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

6. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the defendant in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to receive the same.

7. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for payment in full of the amount payable to the defendant as aforesaid, the defendant shall be at liberty (where such remedy is open to him under the terms of this mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the plaintiff for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 7-B.

Preliminary decree for redemption where on default of payment by mortgagor a decree for foreclosure is passed.

(Order XXXIV, rule 7.—Where the Court declares the amount due.)

TITLE.

This suit coming on this day, etc.; It is hereby declared that the amount due to the defendant on the mortgage mentioned in

the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the defendant in respect of the mortgage-security together with interest thereon, and the sum of Rs. for the costs of the suit awarded to the defendant, making in all the sum of Rs.

2. And it is hereby ordered and decreed as follows:—

(*i*) that the plaintiff do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court the said sum of Rs. ;

(*ii*) that, on such payment and no payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11 of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all encumbrances created by the defendant or any person claiming under him or any person under whom he claims, and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree that the plaintiff shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 7-C.

Preliminary decree for redemption where on default of payment by mortgagor a decree for sale is passed.

(Order XXXIV, rule 7.—Where the Court declares the amount due.)

(TITLE.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the defendant on the mortgage mentioned in the plaint calculated up to this day of is the sum of

Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by the defendant in respect of the mortgage-security together with interest thereon, and the sum of Rs for the cost of this suit awarded to the defendant, making in all the sum of Rs

2. And it is hereby ordered and decreed as follows :—

(i) that the plaintiff do pay into Court on or before the day of or any later date up to which time the payment may be extended by the Court the said sum of Rs. ;

(ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11 of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property to the plaintiff free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree for the sale of the mortgaged property, and no such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold ; and for the purposes of such sale the defendant shall produce before the Court or such officer as it appoints all documents in his possession or power relating to the mortgaged property.

4. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the defendant in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11 of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to the same.

5. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for the payment in full of the amount payable to the defendant as aforesaid, the defendant shall be at liberty (where such remedy is open to him under the terms of the mortgage and is not barred by any Law for the time being in force) to apply for a personal decree against the plaintiff for the amount of the balance ; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

FORM No. 7-D.

Final decree for foreclosure in a redemption suit on default of payment by mortgagor.

(Order XXXIV, rule 8.)

(TITLE.)

Upon reading the preliminary decree in this suit on the day of and further orders (if any) dated the day of , and the application of the defendant dated the day of for a final decree and after hearing the parties and it appearing that the payment as directed by the said decree and orders has not been made by the plaintiff or any person on his behalf or any other person entitled to redeem the mortgage:

It is hereby ordered and decreed that the plaintiff and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property in the aforesaid preliminary decree mentioned * [and (*if the plaintiff be in possession of the said mortgaged property*) that the plaintiff shall deliver to the defendant quiet and peaceable possession of the said mortgaged property].

2. And it is hereby further declared that the whole of the liability whatsoever of the plaintiff up to this day arising from the said mortgage mentioned in the plaint or from this suit is hereby discharged and extinguished.

FORM No. 7-E.

Final decree for sale in a redemption suit on default of payment by mortgagor.

(Order XXXIV, rule 8.)

(TITLE.)

Upon reading the preliminary decree passed in this suit on the day of , and further orders (if any) dated the day of , and the application of the defendant dated the day of , for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the plaintiff or any person on his behalf or any other person entitled to redeem the mortgage:

It is hereby ordered and decreed that the mortgaged property in the aforesaid preliminary decree mentioned or a sufficient part thereof be sold and that for the purposes of such sale the defendant shall produce before the Court, or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

2. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under the aforesaid preliminary decree and under any further orders that may have been passed in this suit and in payment of any amount which the Court may have adjudged due to the defendant for such costs of the suit including the costs of this application and such costs, charges

* Words not required to be deleted.

and expenses as may be payable under rule 10, together with the subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to receive the same.

FORM No. 7-F.

Final decree in a suit for foreclosure, sale or redemption where the mortgagor pays the amount of the decree.

(Order XXXIV, rules 3, 5 and 8.)

(TITLE.)

This suit coming on this day for further consideration and it appearing that on the day of the mortgagor or , the same being a person entitled to redeem, has paid into Court all amounts due to the mortgagee under the preliminary decree dated the day of ; It is hereby ordered and decreed that:—

(*i*) the mortgagee do execute a deed of re-conveyance of the property in the aforesaid preliminary decree mentioned in favour of the mortgagor * [or, as the case may be, who has redeemed the property] or an acknowledgment of the payment of the amount due in his favour;

(*ii*) the mortgagee do bring into Court all documents in his possession and power relating to the mortgaged property in the suit.

And it is hereby further ordered and decreed that, upon the mortgagee executing the deed of re-conveyance or acknowledgment in the manner aforesaid,—

(*i*) the said sum of Rs. be paid out of Court to the mortgagee,

(*ii*) the said deeds and documents brought into the Court be delivered out of Court to the mortgagor * [or the person making the payment] and [the mortgagee do, when so required, concur in registering, at the cost of the mortgagor * [or other person making the payment], the said deed of re-conveyance or the acknowledgment in the office of the Sub-Registrar of ; and

(*iii*) * [if the mortgagee, plaintiff or defendant, as the case may be, is in possession of the mortgaged property] that the mortgagee do forthwith deliver possession of the mortgaged property in the aforesaid preliminary decree mentioned to the mortgagor * [or such person as aforesaid who has made the payment].

FORM No. 8.

Decree against mortgagor personally for balance after the sale of the mortgaged property.

(Order XXXIV, rules 6 and 8A.)

(TITLE.)

Upon reading the application of the mortgagee (the plaintiff or defendant, as the case may be), and reading the final decree passed in the suit on the day of and the Court being satisfied that the net proceeds of the sale held under the aforesaid final decree amounted to Rs. and have been

* Words not required to be deleted.

paid to the applicant out of the Court on the day of and that the balance now due to him under the aforesaid decree is Rs. ;

And whereas it appears to the Court that the said sum is legally recoverable from the mortgagor (plaintiff or defendant, as the case may be) personally;

It is hereby ordered and decreed as follows :—

That the mortgagor (plaintiff or defendant, as the case may be) do pay to the mortgagee (defendant or plaintiff, as the case may be) the said sum of Rs, with further interest at the rate of six per cent per annum from the day of (the date of payment out of Court referred to above) up to the date of realisation of the said sum, and the costs of this application.

FORM No. 9.

Preliminary decree for foreclosure or sale.

Plaintiff.....1st Mortgagee,

vs

Defendant No. 1.....Mortgagor.

Defendant No. 2.....2nd Mortgagee.]

(Order XXXIV, rules 2 and 4.)

(TITLE.)

The suit coming on this day, etc; It is hereby declared that the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs, for principal, the sum of Rs, for interest on the said principal, the sum of Rs, for costs, charges and expenses (other than the costs of the suit) incurred by the plaintiff in respect of the mortgage security with interest thereon and the sum of Rs, for the costs of this suit awarded to the plaintiff, making in all the sum of Rs.

(*Similar declarations to be introduced with regard to the amount due to defendant No. 2 in respect of his mortgage of the mortgage money due thereunder has become payable at the date of the suit.*)

2. It is further declared that the plaintiff is entitled to payment of the amount due to him in priority to defendant No. 2 *[or (if there are several subsequent mortgagees) that the several parties hereto are entitled in the following order to the payment of the sums due to them respectively :—]

3. And it is hereby ordered and decreed as follows :—

(i) (a) that defendants or one of them do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs, due to the plaintiff; and

(b) that defendant No. 1 do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs, due to defendant No. 2; and

(ii) that, on payment of the sum declared to be due to the plaintiff by defendants or either of them in the manner prescribed in clause (i) (a) and on payment thereafter before such date as the Court

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* Words not required to be deleted.

may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant No. (who has made the payment), or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims, and also free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant No (who has made the payment) quiet and peaceable possession of the said property.

(*Similar declarations to be introduced, if defendant No. 1 pays the amount found or declared to be due to defendant No 2 with such variations as may be necessary having regard to the nature of his mortgage*)

4. And it is hereby further ordered and decreed that, in default of payment as aforesaid of the amount due to the plaintiff, the plaintiff shall be at liberty to apply to the Court for a final decree—

(*i*) *[in the case of a mortgage by conditional sale or an anomalous mortgage where the only remedy provided for in the mortgage-deed is foreclosure and not sale*] that the defendants jointly and severally shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the schedule annexed hereto and shall, if so required, deliver to the plaintiff quiet and peaceable possession of the said property, or

(*ii*) *[in the case of any other mortgage*] that the mortgaged property or a sufficient part thereof shall be sold; and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property; and

(*iii*) *[in the case where a sale is ordered under clause 4 (ii) above*] that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may have been passed in this suit and in payment of the amount which the Court may adjudge due to the plaintiff in respect of such costs of this suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to defendant No. 2; and that if any balance be left, it shall be paid to the defendant No. 1 or other persons entitled to receive the same; and

(*iv*) that, if the money realised by such sale shall not be sufficient for payment in full of the amounts due to the plaintiff and defendant No. 2, the plaintiff or defendant No. 2 or both of them, as the case may be, shall be at liberty (when such remedy is open under the terms of their respective mortgages and is not barred by any law

* Words not required to be deleted.

for the time being in force) to apply for a personal decree against defendant No. 1 for the amounts remaining due to them respectively.

5. And it is hereby further ordered and decreed—

(a) that if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, but defendant No. 1 makes default in the payment of the said amount, defendant No. 2 shall be at liberty to apply to the Court to keep the plaintiff's mortgage alive for his benefit and to apply for a final decree (*in the same manner as the plaintiff might have done under clause 4 above*)—

* [(*i*) that defendant No. 1 shall (henceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to defendant No 2 quiet and peaceable possession of the said property ;] or

* [(*ii*) that the mortgaged property or a sufficient part thereof be sold and that for the purposes of such sale defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property ;

and (*b*) (if on the application of defendant No. 2 such a final decree for foreclosure is passed), that the whole of the liability of defendant No. 1 arising from the plaintiff's mortgage or from the mortgage of defendant No. 2 or from this suit shall be deemed to have been discharged and extinguished.

6. And it is hereby further ordered and decreed * [*in the case where a sale is ordered under clause 5 above*]—

(*i*) that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount paid by defendant No 2 in respect of the plaintiff's mortgage and the costs of the suit in connection therewith and in payment of the amount which the Court may adjudge due in respect of subsequent interest on the said amount ; and that the balance, if any, shall then be applied in payment of the amount adjudged due to defendant No. 3 in respect of his own mortgage under this decree and may further order that may be passed and in payment of the amount which the Court may adjudge due in respect of such sale of this suit and such costs, charges and expenses as may be payable to defendant No. 2 under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to defendant No. 1 or other persons entitled to receive the same ; and

(*ii*) that, if the money realised by such sale shall not be sufficient for payment in full of the amount due in respect of the plaintiff's mortgage or defendant No 2's mortgage, defendant No. 2 shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No 1 for the amount of the balance.

7. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

* Words not required to be deleted.

FORM No. 10.

Preliminary decree for redemption of prior mortgage and foreclosure or sale on subsequent mortgage.

[Plaintiff.....2nd Mortgagee

vs.

Defendant No. 1.....Mortgagor,

Defendant No. 2.....1st Mortgagee.]

(Order XXXIV, rules 2, 4 and 7.)

(TITLE.)

The suit coming on this day, etc.; It is hereby declared that the amount due to defendant No. 2 on the mortgage mentioned in the plaint calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) properly incurred by defendant No. 2 in respect of the mortgage-security with interest thereon and the sum of Rs. for the costs of this suit awarded to defendant No. 2, making in all the sum of Rs.

(*Similar declarations to be introduced with regard to the amount due from defendant No. 1 to the plaintiff in respect of his mortgage of the mortgage money due thereunder has become payable at the date of the suit.*)

2. It is further declared that defendant No. 2 is entitled to payment of the amount due to him in priority to the plaintiff * [or if (there are several subsequent mortgagees) that the several parties hereto are entitled in the following order to the payment of the sums due to them respectively.—].

3. And it is hereby ordered and decreed as follows :—

(*i*) (a) that the plaintiff or defendant No. 1 or one of them do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs. due to defendant No. 2; and

(*b*) that defendant No. 1 do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Rs. due to the plaintiff; and

(*ii*) that, on payment of the sum declared due to defendant No. 2 by the plaintiff and defendant No. 1 or either of them in the manner prescribed in clause (i) (a) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, defendant No. 2 shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the

* Words not required to be deleted

plaintiff or defendant No. 1 (whoever has made the payment), or to such person as he appoints, and defendant No. 2 shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by defendant No. 2 or any person claiming under him or any person under whom he claims, and also free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff or defendant No. 1 (whoever has made the payment) quiet and peaceable possession of the said property.

(*Similar declarations to be introduced, if defendant No. 1 pays the amount found or declared due to the plaintiff with such variations as may be necessary having regard to the nature of his mortgage.*)

4. And it is hereby further ordered and decreed that, in default of payment as aforesaid, of the amount due to defendant No. 2, defendant No. 2 shall be at liberty to apply to the Court that the suit be dismissed or for a final decree—

(*i*) * [*in the case of a mortgage by conditional sale or an anomalous mortgage where the only remedy provided for in the mortgage-deed is foreclosure and not sale*] that the plaintiff and defendant No. 1 jointly and severally shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver to the defendant No. 2 quiet and peaceable possession of the said property; or

(*ii*) * [*in the case of any other mortgage*] that the mortgaged property or a sufficient part thereof shall be sold; and that for the purposes of such sale defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property; and

(*iii*) * [*in the case where a sale is ordered under clause* 4 (*ii*) *above*] that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to defendant No. 2 under the decree and any further orders that may be passed in this suit and in payment of the amount which the Court may adjudge due to defendant No. 2 in respect of such costs of the suit and such costs, charges and expenses as may be payable to the plaintiff under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908; and that the balance, if any, shall be applied in payment of the amount due to the plaintiff and that, if any balance be left, it shall be paid to defendant No. 1 or other persons entitled to receive the same; and

(*iv*) that, if the money realised by such sale shall not be sufficient for payment in full of the amounts due to defendant No. 2 and the plaintiff, defendant No. 2 or the plaintiff or both of them, as the case may be, shall be at liberty (when such remedy is open under the terms of their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amounts remaining due to them respectively.

5. And it is hereby further ordered and decreed,—

(*a*) that, if the plaintiff pays into Court to the credit of this suit the amount adjudged due to defendant No. 2 but defendant No. 1 makes default in the payment of the said amount, the plaintiff

* Words not required to be deleted.

shall be at liberty to apply to the Court to keep defendant No. 2's mortgage alive for his benefit and to apply for a final decree (*in the same manner as the defendant No. 2 might have done under clause 4 above*)—

*[(i) that defendant No. 1 shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property;] or

*[(ii) that the mortgaged property or a sufficient part thereof be sold and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property;]

and (*b*) (if on the application of defendant No. 2 such a final decree for foreclosure is passed), that the whole of the liability of defendant No. 1 arising from the plaintiff's mortgage or from the mortgage of defendant No. 2 or from this suit shall be deemed to have been discharged and extinguished.

6. And it is hereby further ordered and decreed (*in the case where a sale is ordered under clause 5 above*)—

(*i*) that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount paid by the plaintiff in respect of defendant No. 2's mortgage and the costs of the suit in connexion therewith and in payment of the amount which the Court may adjudge due in respect of subsequent interest on the said amount; and that the balance, if any, shall then be applied in payment of the amount adjudged due to the plaintiff in respect of his own mortgage under this decree and any further orders that may be passed and in payment of the amount which the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable to the plaintiff under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to defendant No. 1 or other persons entitled to receive the same; and

(*ii*) that, if the money realised by such sale shall not be sufficient for payment in full of the amount due in respect of defendant No. 2's mortgage or the plaintiff's mortgage, defendant No. 2 shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amount of the balance.

7. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

Form No. 11.

Preliminary decree for sale.

[Plaintiff—Sub or derivative mortgagee]

vs.

Defendant No. 1.—Mortgagor.

[Defendant No. 2.—Original mortgagee.]

(Order XXXIV, rule 4.)

(TITLE.)

This suit coming on this day, etc. It is hereby declared that the amount due to defendant No. 2 on his mortgage calculated up to this day of is the sum of Rs. for principal, the sum of Rs. for interest on the said principal, the sum of Rs. for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon and the sum of Rs. for the costs of the suit awarded to defendant No. 2, making in all the sum of Rs.

(*Similar declarations to be introduced with regard to the amount due from defendant No. 2 to the plaintiff in respect of his mortgage.*)

2. And it is hereby ordered and decreed as follows:—

(i) that defendant No. 1 do pay into Court on or before the said day of or any later date up to which time for payment may be extended by the Court the said sum of Rs. due to defendant No. 2.

(*Similar declarations to be introduced with regard to the amount due to the plaintiff, defendant No. 2 being at liberty to pay such amount.*)

(ii) that, on payment of the sum declared due to defendant No. 2 by defendant No. 1 in the manner prescribed in clause 2 (i) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff and defendant No. 2 shall bring into Court all documents in their possession or power relating to the mortgaged property in the plaint mentioned, and all such documents (except such as relate only to the sub-mortgage) shall be delivered over to defendant No. 1, or to such person as he appoints, and defendant No. 2 shall, if so required, re-convey or re-transfer the property to defendant No. 1 free from the said mortgage clear of and from all incumbrances created by defendant No. 2 or any person claiming under him or any person under whom he claims and free from all liability arising from the mortgage or this suit and shall, if so required, deliver up to defendant No. 1 quiet and peaceable possession of the said property; and

(iii) that, upon payment into the Court by defendant No. 1 of the amount due to defendant No. 2, the plaintiff shall be at liberty to apply for payment to him of the sum declared due to him together with any subsequent costs of the suit and other costs, charges and expenses, as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order

XXXIV of the First Schedule to the Code of Civil Procedure, 1908; and that the balance, if any, shall then be paid to defendant No. 2; and that if the amount paid into the Court be not sufficient to pay in full the sum due to the plaintiff, the plaintiff shall be at liberty (if such remedy is open to him by the terms of the mortgage-deed and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 2 for the amount of the balance.

3. And it is further ordered and decreed that if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, the plaintiff shall bring into the Court all documents, etc. [*as in sub-clause* (*a*) *of clause 2*].

4. And it is hereby further ordered and decreed that, in default of payment by defendants Nos. 1 and 2 as aforesaid, the plaintiff may apply to the Court for a final decree for sale, and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold; and that for the purposes of such sale the plaintiff and defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in their possession or power relating to the mortgaged property.

5. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount due to the plaintiff as specified in clause 1 above with such costs of the suit and other costs, charge and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to defendant No. 2; and that, if any balance be left, it shall be paid to defendant No. 1 or other persons entitled to receive the same.

6. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for payment in full of the amounts payable to the plaintiff and defendant No. 2, the plaintiff or defendant No. 2 or both of them, as the case may be, shall be at liberty (if such remedy is open under their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 2 or defendant No. 1 (as the case may be) for the amount of the balance.

7. And it is hereby further ordered and decreed that, if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, but defendant No. 1 makes default in payment of the amount due to defendant No. 2, defendant No. 2 shall be at liberty to apply to the Court for a final decree for foreclosure or sale (as the case may be)—*(declarations in the ordinary form to be introduced according to the nature of defendant No. 2's mortgage and the remedies open to him thereunder)*.

8. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE.

Description of the mortgaged property.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. BILL No. 8 OF 1929.

A Bill further to amend the Indian Railways Act, 1890, for certain purposes.

WHEREAS it is expedient further to amend the Indian Railways Act, 1890, for the purposes hereinafter appearing ; It is hereby enacted as follows :— IX of 1890.

1. This Act may be called the Indian Railways (Amendment) Act, 1929. Short title.

2. After section 47 of the Indian Railways Act, 1890 (hereinafter referred to as the said Act), the following section shall be inserted, namely :— IX of 1890. Insertion of new section 47A in Act IX of 1890.

"47A. (*1*) The Governor-General in Council may make rules generally to regulate the hours of work and periods of rest of railway servants, or any class of railway servants, who are not employed in a factory within the meaning of the Indian Factories Act, 1911, or in a mine within the meaning of the Indian Mines Act, 1923. XII of 1911. IV of 1923. Power to make rules to regulate the hours of work and periods of rest of railway servants.

(*2*) The rules may provide that any person committing a breach of any of them shall be punishable with fine which may extend to five hundred rupees."

3. In section 143 of the said Act, after the word and figures "section 34" the word and figures "section 47A" shall be inserted. Amendment of section 143, Act IX of 1890.

STATEMENT OF OBJECTS AND REASONS.

1. The Washington Convention, limiting the hours of work in industrial undertakings, provides *inter alia* that in British India the principle of a sixty-hour week shall be adopted for workers in the industries covered by the Indian Factories Act, 1911 (XII of 1911), in mines and in such branches of railway work as shall be specified for this purpose by the competent authority.

2. In the Geneva Convention concerning the grant of weekly rest in industrial undertakings, the definition of 'industrial undertakings' is subject to the special national exceptions contained in the Washington Convention, from which it follows that the concession of the weekly rest is also prescribed for the same categories of workers in British India as are covered by the Washington Convention.

3. These Conventions were promulgated in 1919 and 1921, and ratified by the Government of India in 1921 and 1923, respectively, and their application to Indian railways has been the subject of prolonged investigations. Persons employed in workshops and collieries have already been brought under the Conventions by the amendment of the Indian Factories Act, 1911, and the enactment of the Indian Mines Act, 1923.

With regard to the railway staffs, efforts have hitherto been directed towards the application of the principles of the Conventions to railway servants in India by executive orders to the State-managed railway administrations and by invitations to the Company-managed railway administrations.

In the opinion of the Governor-General in Council the time has now arrived to institute measures for giving effect to the statutory

obligations incurred by the ratification of the Conventions, and the first step in this direction is to create a competent authority which will specify the branches of railway work and frame other rules for this purpose.

4. It is accordingly proposed to amend the Indian Railways Act, 1890, by the insertion of a new section 47A empowering the Governor-General in Council to make the rules generally to regulate the hours of work and periods of rest of railway servants other than those working in factories and in mines (for whom adequate provision is already made in the Factories and Mines Acts) and the proposed amendment is embodied in clause 2 of the Bill.

Clause 3 amends section 143 so as to secure that the rules made under section 47A shall not come into force until they have been published in the *Gazette of India*.

SIMLA: G. RAINY.

The 1st August 1929.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. BILL No. 9 OF 1929

A Bill further to amend the Indian Income-tax Act, 1922, for certain purposes.

WHEREAS it is expedient further to amend the Indian Income tax Act, 1922, for the purposes hereinafter appearing; It is hereby enacted as follows :— XI of 1922.

Short title. 1. This Act may be called the Indian Income tax (Amendment) Act, 1929.

Amendment of section 14, Act XI of 1922. 2. In sub section (*2*) of section 14 of the Indian Income-tax Act, 1922 (hereinafter referred to as the said Act), XI of 1922.

(*a*) in clause (*i*), after the word "assessment" the word "or" shall be added ; and

(*b*) the following clause shall be added namely :—

"(*v*) any sum which he receives as his share of the profits or gains of an association of individuals, other than a Hindu undivided family, company or firm, where such profits or gains have been assessed to income tax."

Amendment of section 25A, Act XI of 1922. 3. In section 25A of the said Act,—

(*a*) in sub-section (*2*),—

(*i*) after the word "hitherto" the words "assessed as" shall be inserted, and

(*ii*) the words "before the end of the previous year" shall be omitted ; and

(*b*) the following sub-section shall be added namely :—

"(*3*) Where such an order has not been passed in respect of a Hindu family hitherto assessed as undivided, such family shall be deemed, for the purposes of this Act, to continue to be a Hindu undivided family."

4. In sub-section (3) of section 31 of the said Act,— Amendment of section 31, Act XI of 1922.

(a) after the words "thereupon proceed to make such fresh assessment," the following shall be inserted namely :—

"or, in the case of an order refusing to make a fresh assessment under section 27,

(a) confirm such order, or cancel it and direct the Income-tax Officer to make a fresh assessment,"; and

(b) clause (a) shall be re-lettered as clause (a),

5. In section 37 of the said Act, after the figures "228" the words and figures "and for the purposes of section 196" shall be inserted. Amendment of section 37, Act XI of 1922.

6. In section 46 of the said Act, after sub section (4) the following sub-section shall be inserted, namely :— Amendment of section 46, Act XI of 1922.

"(4A) For the purpose of the recovery of arrears, the Income-tax Officer shall have, in respect of the attachment and sale of debts due to the assessee, the powers which, under the Code of Civil Procedure, 1908, a Civil Court has in respect of the attachment and sale of debts due to the judgment-debtor, for the purpose of the recovery of an amount due under a decree." V of 1908.

7. In sub-sections (1), (2) and (3) of section 48 of the said Act, after the words "Income-tax Officer" the words "or other authority appointed by the Governor-General in Council in this behalf" shall be inserted. Amendment of section 48, Act XI of 1922.

8. In section 50 of the said Act,— Amendment of section 50, Act XI of 1922

(a) after the word "recovered" the words "or before the last day of the financial year commencing after the expiry of the previous year, as defined in clause (11) of section 2, in which the income arose on which the tax was recovered" shall be added; and

(b) the following proviso shall be added, namely :—

"Provided that a claim to refund under section 49 may be admitted after the period of limitation herein prescribed, when the applicant satisfies the Commissioner of Income-tax that he had sufficient cause for not making the claim within such period."

9. In clause (a) of the first proviso to sub-section (2) of section 54 of the said Act, the words and figures "section 193 of" shall be omitted; Amendment of section 54, Act XI of 1922.

10. Section 60 of the said Act shall be numbered as sub-section (1) of section 60, and the following sub-section shall be added, namely :— Amendment of section 60, Act XI of 1922.

"(2) Where, by reason of any portion of an assessee's salary being paid in arrears or in advance, his income is assessed at a rate higher than that at which it would otherwise have been assessed, the Governor-General in Council may grant such relief as he may think fit."

11. Section 61 of the said Act shall be numbered as sub-section (1) of section 61, and the following sub-section shall be added, namely :— Amendment of section 61, Act XI of 1922.

(2) The persons authorized under sub-section (1) shall be restricted to the following, namely :—

(a) in any case,—

(i) a pleader,

(*ii*) a person qualified under sub section (*2*) of section 144 of the Indian Companies Act, 1913, to be appointed or to act as an auditor of companies other than private companies ; or

(*iii*) an employee regularly employed in the service of the assessee ;

(*b*) in the case of an individual,—a relative ;

(*c*) in the case of a Hindu undivided family,—an adult male member ;

(*d*) in the case of a company,—a director ;

(*e*) in the case of a firm,—a partner ; and

(*f*) in the case of any other association of individuals,—a member.

Amendment of section 66, Act XI of 1922.

12. In sub-section (*2*) of section 66, for the words " one month " in the second place where they occur, the words " two months " shall be substituted.

Insertion of new section 67A in Act XI of 1922. Computation of periods of limitation.

13. After section 67 of the said Act the following section shall be inserted, namely :—

" 67A. In computing the period of limitation prescribed for an appeal under this Act or for an application under section 66, the day on which the order complained of was made, and the time requisite for obtaining a copy of such order, shall be excluded."

STATEMENT OF OBJECTS AND REASONS.

This Bill is designed to bring together a number of minor amendments relating mostly to points of machinery and administration and not designed to affect the incidence of taxation except by granting relief in two cases of hardship, neither of which is of major importance in practice (*see* clauses 2 and 10). Detailed explanations are as set forth below :—

Clause 2.—This remedies a defect in the Act and expressly provides for the relief from double taxation of a member of an association of individuals other than a firm or company or Hindu undivided family.

Clause 3.—This is a drafting amendment intended to set right a mistake in drafting the original section, as a consequence of which it had become largely inoperative.

Clause 4.—This is also a drafting amendment intended to amplify the section and make its provisions quite clear and complete.

Clause 5.—This is necessitated by a ruling of the Calcutta High Court to the effect that, in the absence of any reference to section 196 of the Indian Penal Code in section 37 of the Indian Income-tax Act, no prosecution may be launched under section 196 of the Indian Penal Code in respect of false evidence *used* in Income tax proceedings.

Clause 6.—Arrears of income-tax can be recovered under section 46 as arrears of land revenue. But in at least two provinces the Acts relating to the recovery of arrears of land-revenue do not permit the attachment of debts for the purpose of recovering the arrears. It is proposed, therefore, to restore to the Income-tax Officer the power which he possessed under the Act of 1886. If found necessary, executive instructions will be issued that the power proposed to be given shall be exercised by the Income-tax Officer only in those

provinces in which it is not permissible, under the law relating to the recovery of arrears of land-revenue, to attach debts.

Clause 7.—The clause is intended to provide for the grant of refunds under section 48 through the High Commissioner in the United Kingdom. This means reversion to the practice which was discontinued in 1926. Complaints have been received of inconvenience to residents in the United Kingdom who have to apply for relief.

Clause 8.—The object of sub-clause (a) is to regularise a concession now given by executive orders. The object of sub-clause (b) is to provide for cases of hardship which sometimes occur.

Clause 9.—Proviso (a) to section 56, as it stands at present, might have the effect of seriously hampering or defeating a prosecution by the Crown in respect, for instance of falsified accounts or stolen documents. It also prevents the Income-tax Department from prosecuting offences under sections 182 and 196 of the Indian Penal Code. So long as the restriction is imposed that the prosecutions under the Indian Penal Code can only be in respect of the statements, returns, accounts, documents, evidence, affidavits or depositions referred to in section 54 of the Income tax Act, there is no reason why the prosecution should be limited to section 193 of the Indian Penal Code only, as at present.

Clause 10.—This is intended to provide for cases of hardship which occur occasionally.

Clause 11.—The object of this clause is to prohibit the appearance in Income tax proceedings of certain undesirable persons who, calling themselves Income-tax experts, impose on assessees.

Clause 12.—The period of one month is being extended because it has been found in practice to be insufficient.

Clause 13.—This amendment is being made in accordance with a promise given in the Assembly.

SIMLA,
28th *August* 1929. GEORGE SCHUSTER.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929:—

L.A. BILL No. 10 OF 1929.

A Bill further to amend the Indian Income-tax Act, 1922, for certain purposes.

XI of 1922. WHEREAS it is expedient further to amend the Indian Income-tax Act, 1922, for the purposes hereinafter appearing; It is hereby enacted as follows:—

XI of 1922. 1. (*1*) This Act may be called Indian Income-tax (Provident Funds Relief) Act, 1929. Short title and commencement.

(*2*) It shall come into force on such date as the Governor General may, by notification in the Gazette of India, appoint.

XI of 1922. 2. To sub-section (*3*) of section 4 of the Indian Income-tax Act, 1922 (hereinafter referred to as the said Act), the following clause shall be added, namely:— Amendment of section 4, Act XI of 1922.

(*ix*) "Any income received by a trustee on behalf of a recognised provident fund as defined in clause (*a*) of section 58 A."

Amendment of section 16, Act XI of 1922.

3. In sub-section (3) of section 15 of the said Act, after the word and figure "section 7," the words "and any sums being exempted contributions within the meaning of section 58-E," shall be inserted.

Amendment of section 18, Act XI of 1922.

4. In sub-section (1) of section 18 of the said Act, for the word and figures "section 15," the words, figures and letter "sections 15 and 58 F" shall be substituted.

Amendment of section 58, Act XI of 1922.

5. In section 58 of the said Act,—

(a) after the proviso to sub-section (1) the following proviso shall be added, namely :—

"Provided further that section 18 shall apply, as far as may be, to the assessment, collection and recovery of supertax under section 58-H"; and

(b) in sub-section (2), after the word and figures "section 37," the words, figures and letter "and section 58 H" shall be inserted.

Insertion of new Chapter IXA in Act XI of 1922.

6. After Chapter IX of the said Act the following Chapter shall be inserted namely —

CHAPTER IXA.

SPECIAL PROVISIONS RELATING TO CERTAIN CLASSES OF PROVIDENT FUNDS.

Definitions.

58-A. In this Chapter, unless there is anything repugnant in the subject or context,—

(a) a "recognized provident fund" means provident fund which has been and continues to be recognized by the Commissioner, in accordance with the provisions of this Chapter;

(b) an "employer" means a Hindu undivided family, company, firm or other association of individuals maintaining a provident fund for the benefit of its employees;

(c) an "employee" means an employee participating in a provident fund;

(d) a "contribution" means any sum credited by or on behalf of any employee out of his salary, or by an employer out of his own monies, to the individual account of an employee, but does not include any sum credited as interest;

(e) the "balance to the credit" of an employee means the total amount to the credit of his individual account in a provident fund at any time;

(f) the "annual accretion" to the balance to the credit of an employee means the increase to such balance in any year, arising from contributions and interest;

(g) the "accumulated balance due" to an employee means the balance to his credit, or such portion thereof as may be claimable by him under the regulations of the fund, on the day he ceases to be an employee of the employer maintaining the fund; and

(h) the "regulations of a fund" means the special body of regulations governing the constitution and administration of a particular provident fund.

The according and withdrawal of recognition.

58-B. (1) The Commissioner of Income-tax may accord recognition to any provident fund, which, in his opinion, satisfies the conditions prescribed in section 58-C and the rules made thereunder, and may, at any time, withdraw such recognition if, in his opinion, the provident fund contravenes any of those conditions.

(2) The Governor General in Council may, at his discretion, direct the Commissioner of Income-tax to refuse to accord recognition to any

provident fund, or may, at any time, withdraw recognition from any recognized provident fund.

(3) An order according recognition shall take effect on such date as the Commissioner may fix in accordance with any rules the Central Board of Revenue may make in this behalf, such date not being later than the last day of the financial year in which the order is made.

(4) An order withdrawing recognition shall take effect from the day on which it is made.

Conditions to be satisfied by a recognized provident fund.

58-C. (1) In order that a provident fund may receive and retain recognition, it shall satisfy the conditions set out below and any other conditions which the Governor General in Council may, by rules, prescribe:—

(a) All employees shall be employed in India, or shall be employed by an employer whose principal place of business is in British India.

(b) The contribution of an employee in any year shall be a definite proportion of his salary for that year, and shall be deducted by the employer from the employee's salary in that proportion, at each periodical payment of such salary in that year, and credited to the employee's individual account in the fund.

(c) Subject to the provisions of section 58-D, the contributions of an employer to the individual account of an employee in any year shall not exceed the amount of the contributions of the employee in that year, and shall be credited to the employee's individual account at intervals not exceeding one year.

(d) The fund shall consist of contributions as above specified, of accumulations thereof, and of interest (simple and compound) credited in respect of such contributions and accumulations, and of securities purchased therewith, and of no other sums.

(e) The fund shall be vested in a trustee or trustees, under a trust which shall not be revocable, save with the consent of all the beneficiaries.

(f) The employer shall not be entitled to recover any sum whatsoever from the fund, save in cases where the employee is dismissed for misconduct, or voluntarily leaves his employment otherwise than on account of ill-health or other unavoidable cause before the expiration of the term of service specified in this behalf in the regulations of the fund.

In such cases the recoveries made by the employer shall be limited to the contributions made by him to the individual account of the employee, and to interest (simple and compound) credited in respect of such contributions and accumulations thereof, in accordance with the regulations of the fund.

(g) The accumulated balance due to an employee shall be payable to him, or to his heirs or executors, on the day he ceases to be an employee of the employer maintaining the fund.

(h) Save as provided in clause (g), or in accordance with such conditions and restrictions as the Governor General in Council may, by rules, prescribe, no portion of the balance to the credit of an employee shall be payable to him.

(2) Where there is a repugnance between any regulation of a recognized provident fund and any provision of this Chapter or of the rules made thereunder, the regulations shall, to the extent of the repugnance, be of no effect:

The Commissioner may, at any time, require that such repugnance shall be removed from the regulations of the fund.

Power to relax restrictions of employer's contributions in certain cases.

58-D. Subject to any rules which the Governor-General in Council may make in this behalf, the Commissioner may, in respect of any particular fund, relax the provisions of condition (*c*) of sub-section (*1*) of section 58 C—

(*a*) so as to permit the payment of larger contributions by an employer to the individual accounts of employees whose salary does not exceed five hundred rupees per mensem; and

(*b*) so as to permit the crediting by employers to the individual accounts of employees of periodical bonuses or other contributions of a contingent nature, where the calculation and payment of such bonuses or contributions is provided for on definite principles by the regulations of the fund.

Form and particulars of account of recognised provident funds.

58-E. (*1*) The accounts of a recognized provident fund shall be maintained by the trustee in such form as may be prescribed by the Central Board of Revenue, and, in addition to such particulars as may be prescribed by the said Board, the accounts shall show, in respect of each annual accretion to each employee's individual account,—

"Exempted contributions"

(*a*) such amount of the contributions as does not exceed one-sixth of the employee's salary for the year (such amount being hereinafter called "exempted contributions");

"Excess contributions."

(*b*) the difference between the amount to be shown under clause (*a*) and the total contributions of the year (such difference being hereinafter called "excess contributions");

"Exempted interest"

(*c*) the amount credited as interest on the amount to be shown under clause (*a*) and as interest on past accumulations thereof, at a rate not in excess of such rate as the Governor-General in Council may, by notification, fix in this behalf (such amount being hereinafter called "exempted interest");

(*d*) any further amount credited as interest on the amount to be shown under clause (*a*) and as interest on past accumulations thereof; and

"Excess interest."

(*e*) the amount credited as interest on the amount to be shown under clause (*b*) and as interest on past accumulations thereof (such amount, along with the amount to be shown under clause (*d*), being hereinafter called "excess interest").

(*2*) The accounts of a recognised provident fund shall be open to inspection at all times by Income-tax Authorities, and the trustee shall furnish to the Income-tax Officer such abstracts thereof as the Central Board of Revenue may prescribe.

Extent of exemption of annual accretion.

58-F. For the purposes of the assessment of the income in any year of an employee participating in a recognised provident fund, his contributions for that year to the fund shall be included in his total income, but shall be exempt from payment of income-tax, and the remainder of the annual increment for that year shall be disregarded.

Extent of exemption of accumulated balances due.

58-G. (*1*) Subject to the provisions of sub-section (*2*), when the accumulated balance due to an employee in a recognized provident fund is paid, then, for the purposes of the assessment of his income,—

(*a*) so total of all sums credited to his individual account as exempted contributions and exempted interest shall be disregarded; and

(*b*) the total of all sums credited to his individual account as excess contributions and excess interest shall be included in his total income for the year in which the accumulated balance becomes payable.

(3) Where the accumulated balance due to an employee participating in a recognised provident fund is paid to such employee before he has rendered five years of continuous service with the employer maintaining the fund, the whole of such balance shall be included in his total income for the year in which it becomes payable to him:

Provided that the Commissioner may extend the provisions of sub-section (2) to any such employee if, in the opinion of the Commissioner, the employee's service has been terminated by reason of his ill-health, or by the contraction or discontinuance of the employer's business, or other cause beyond the control of the employee.

Deduction at source of tax payable on accumulated balances.

58H. (1) Subject to the provisions of sub-section (2), the trustee of a recognised provident fund or other person authorised by the regulations of the fund to make payments of accumulated balances due to employees, shall, at the time an accumulated balance due to an employee is paid, deduct therefrom any income-tax and super-tax payable on such balance under section 58G.

(2) For the purposes of sub-section (1), the accumulated balance due to the employee, or such portion thereof as is not exempted from tax, shall be deemed to be income received by the employee under the head "Salaries" in the year in which such balance becomes payable, and the provisions of section 18 applicable to salaries shall apply thereto.

Treatment of balances in newly recognised provident funds.

58I. (1) Where recognition is accorded to a provident fund with existing balances, an account shall be made of the fund up to the day before the day on which the recognition takes effect, showing the balance to the credit of each employee on such day, and containing such further particulars as the Central Board of Revenue may prescribe.

(2) The Governor General in Council may make rules—

(a) for the carrying over of such balances to the credit of employees to their individual accounts in the recognised provident fund;

(b) for the allotment of such balances to the heads of exempted contributions and excess contributions;

(c) determining the authorities by whom such allotments may be made; and

(d) empowering the Commissioner, in cases of serious accounting difficulty, to make allotments summarily.

(3) Balances so allotted shall be deemed to be exempted contributions or excess contributions, as the case may be, accruing to the respective individual accounts on the date on which the recognition takes effect, and shall be dealt with as such in accordance with the provisions of this Chapter; and no further exemption or relief, by way of refund or otherwise, shall be granted in respect of any sum comprised in any such balance.

(4) Nothing in this section shall affect the rights of the persons administering an unrecognised provident fund of dealing with it, or with the balance to the credit of any individual employee, before recognition is accorded, in any manner which may be lawful.

Treatment of unrecognised funds transferred by employer to trustee.

58J. (1) Where an employer who maintains a provident fund (whether recognised or not) for the benefit of his employees and has not transferred the fund or any portion of it, transfers such fund or portion to a trustee in trust for the employees participating in the

fund, the amount so transferred shall be deemed to be of the nature of capital expenditure.

(*f*) When an employee participating in such fund is paid the accumulated balance due to him therefrom, any portion of such balance as represents his share in the amount so transferred to the trustee (without addition of interest, and exclusive of the employer's contributions and interest thereon) shall be deemed to be an expenditure by the employer within the meaning of clause (*x*) of sub-section (*2*) of section 10, incurred in the year in which the accumulated balance due to the employee is paid.

Provisions relating to rules.

58K. (*1*) All rules made under this Chapter shall be subject to the provisions of sub-sections (*4*) and (*5*) of section 59.

(*2*) In addition to any power conferred by this Chapter, the Governor General in Council may make rules—

(*a*) prescribing the statements and other information to be submitted with an application for recognition;

(*b*) limiting the contributions to a recognised provident fund by employees of a private company who are shareholders in the company;

(*c*) providing for the assessment by way of penalty of any consideration received by an employee for an assignment of, or creation of a charge upon, his beneficial interest in a recognised provident fund;

(*d*) determining the extent to and the manner in which exemption from payment of income-tax and super-tax may be granted in respect of contributions and interest credited to the individual accounts of employees in a provident fund from which recognition has been withdrawn; and

(*e*) generally, to carry out the purposes of this Chapter and to secure such further control over the recognition of provident funds and the administration of recognised provident funds as he may deem requisite.

Application of this Chapter.

58L. This Chapter shall not apply to any provident funds to which XIX of 1925 the Provident Funds Act, 1925, applies."

STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to give as far as possible the same relief in respect of income-tax to contributions made to private provident funds maintained by commercial and other employers as is now given in respect of life insurance premia. This concession is proposed to be given in order to encourage thrift.

2. Broadly speaking, the form that the concession will take is that of exemption from income-tax of contributions made both by the employer and by the employee in so far as these contributions do not exceed one-sixth of the employee's salary. It is to be noted that is not intended to double the total relief which can be claimed by any individual and if a subscriber to a provident fund is also paying an annual life insurance premium, he will only be entitled to claim income tax relief in respect of the latter to the extent that the joint contributions to the provident fund fall short of one-sixth of his total income. The concession will be restricted to provident funds which are subject to irrevocable trusts and otherwise conform to the conditions laid down in this Bill.

3. The following notes explain shortly the provisions in the various clauses :—

Clause 2.—The Act will be brought into force as soon as the necessary rules have been framed. The rules will be issued in advance of the coming into force of the Act under section 22 of the General Clauses Act, 1897.

Clause 3.—This exempts the income from investments of recognised provident funds.

Clause 6.—In view of the many detailed provisions that are necessary, it is considered advisable to have a separate Chapter to cover these provident funds.

Section 58A.—The definitions in this section do not call for any remarks, except sub-section (*b*), which it will be seen, excludes provident funds maintained by individuals for the benefit of their employees.

Section 58B.—The power of recognition of a Fund and of withdrawal of recognition will rest in the Commissioner of Income-tax. At the same time, powers are reserved to the Governor General in Council to refuse recognition or withdraw recognition even in cases satisfying the requirements of this Chapter. These powers, which, it is hoped, will be sparingly used, are intended as a safeguard against abuse.

Section 58C sets out the conditions which must be satisfied by a fund before it can be recognised

Section 58D gives power in certain circumstances to the Commissioner of Income-tax to relax in respect of any particular fund two of the conditions laid down in section 58C.

Section 58E.—This section sets out the accounts to be maintained by the trustees of the fund and also indirectly, by settling the nomenclature, lays down the extent of exemptions both in respect of contributions and in respect of interest.

Sections 58F and 58G and clauses 3 and 4.—These are the important substantive sections. The contributions made by the employee will be included in his total income but will be exempt from tax (*See* also clause 4). The annual increment for each year will be disregarded in assessing the employee from year to year. But, at the same time, the employee can claim rebate of tax on insurance premia paid by him under section 15, subject to the condition that the insurance premia paid together with the contributions made by him to the provident fund and the contributions made by the employer do not exceed one-sixth of his total income in the year concerned (*See* clause 3). When the accumulated balance is paid, all sums will be taxed, as part of the total income of that year, which are made up of (*a*) excess contributions, *i.e.*, contribution in excess of one-sixth of salary from year to year, or (*b*) excess interest, *i.e.*, interest above a maximum rate on the one-sixth of salary which is exempt and all interest on excess contributions. The accumulated balance will not be exempt in the case of an employee with less than five years' continuous service under the employer, unless the employee's service is terminated for reasons beyond his control.

Section 58H and clause 5.—These provide for the necessary machinery for collection of tax at source when accumulated balances are paid out by trustees, or other authorised persons.

Section 58I.—This relates to the settlement of transitional problems arising out of the recognition of funds already in existence and leaves details to be settled by rules.

Section 58J.—This provides that the deduction from the employer's taxable profits of sums initially transferred by him to the trustees of his employees' provident fund shall, on the recognition of such fund, be spread over a number of years.

Section 58K.—This gives further rule-making powers to the Governor General Council in addition to powers conferred in various provisions of the Chapter. It should be observed that rule making powers in regard to substantive questions will rest in the Governor General in Council, while rule-making powers in regard to matters of machinery, procedure and administration will vest in the Central Board of Revenue.

Section 58L.—This makes it clear that funds to which the Provident Funds Act of 1925 applies will not be affected.

SIMLA,
The 29th August 1928. GEORGE SCHUSTER.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1928 :—

L.A. BILL No. 11 OF 1928.

A Bill to define and amend the law relating to the sale of goods.

WHEREAS it is expedient to define and amend the law relating to the sale of goods; It is hereby enacted as follows :

CHAPTER I.

PRELIMINARY.

Short title, extent and commencement.

1. (*1*) This Act may be called the Indian Sale of Goods Act, 19 .

(*2*) It extends to the whole of British India, including British Baluchistan and the Scathal Parganas.

(*3*) It shall come into force on the day of , 19 .

Definitions.

2. In this Act, unless there is anything repugnant in the subject or context,—

(*1*) "bailee" has the same meaning as in section 148 of the Indian Contract Act, 1872, IX of 1872

(*2*) "buyer" means a person who buys or agrees to buy goods;

(*3*) "contract of sale" includes an agreement to sell as well as a sale;

(*4*) "delivery" means voluntary transfer of possession from one person to another;

(*5*) goods are said to be in a "deliverable state" when they are in such state that the buyer would under the contract be bound to take delivery of them;

(*6*) "document of title to goods" includes a bill of lading, dock-warrant, warehouse-keeper's certificate, wharfingers' certificate, railway receipt, warrant or order for the delivery of goods and any other document used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by endorsement or by delivery, the possessor of the document to transfer or receive goods thereby represented;

(7) "fault" means wrongful act or default;

(8) "future goods" means goods to be manufactured or produced or acquired by the seller after the making of the contract of sale;

(9) "goods" means every kind of movable property other than actionable claims and money; and includes stock and share certificates, growing crops, grass, and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale;

(10) a person is said to be "insolvent" who has ceased to pay his debts in the ordinary course of business, or cannot pay his debts as they become due, whether he has committed an act of insolvency or not;

(11) "price" means the money consideration for a sale of goods;

(12) "property" means the general property in goods, and not merely a special property;

(13) "quality of goods" includes their state or condition;

(14) "sale" includes a bargain and sale as well as sale and delivery;

(15) "seller" means a person who sells or agrees to sell goods;

(16) "specific goods" means goods identified and agreed upon at the time a contract of sale is made; and

(17) expressions used but not defined in this Act and defined in the Indian Contract Act, 1872, have the meanings assigned to them in that Act. IX of 1872.

3. The unrepealed provisions of the Indian Contract Act, 1872, save in so far as they are inconsistent with the express provisions of this Act, shall continue to apply to contracts for the sale of goods. IX of 1872. Application of Provisions of Act IX of 1872.

CHAPTER II.

FORMATION OF THE CONTRACT.

Contract of Sale.

4. (1) A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price. There may be a contract of sale between one part owner and another. Sale and agreement to sell.

(2) A contract of sale may be absolute or conditional.

(3) Where under a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a sale, but where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, the contract is called an agreement to sell.

(4) An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

Formalities of the Contract

5. (1) A contract of sale is made by an offer to buy or sell goods for a price and the acceptance of such offer. The contract may provide for the immediate delivery of the goods or immediate payment of the price or both, or that the delivery or payment or both shall be postponed. Contract of sale how made.

(2) Subject to the provisions of any law for the time being in force, a contract of sale may be made in writing or by word of mouth, or partly in writing and partly by word of mouth or may be implied from the conduct of the parties.

Subject-matter of Contract.

Existing or future goods.

6. (1) The goods which form the subject of a contract of sale may be either existing goods, owned or possessed by the seller, or future goods.

(2) There may be a contract for the sale of goods the acquisition of which by the seller depends upon a contingency which may or may not happen.

(3) Where by a contract of sale the seller purports to effect a present sale of future goods, the contract operates as an agreement to sell the goods.

Goods perishing before making of contract.

7. Where there is a contract for the sale of specific goods, the contract is void if the goods without the knowledge of the seller have, at the time when the contract was made, perished or become so damaged as no longer to answer to their description in the contract.

Goods perishing before sale but after agreement to sell.

8. Where there is an agreement to sell specific goods, the agreement becomes void if, subsequently thereto and before the risk passes to the buyer, the goods without any fault on the part of the seller or buyer perish or become so damaged as no longer to answer to their description in the contract.

The Price.

Ascertainment of price.

9. (1) The price in a contract of sale may be fixed by the contract or may be left to be fixed in manner thereby agreed or may be determined by the course of dealing between the parties.

(2) Where the price is not determined in accordance with the foregoing provisions, the buyer is to pay the seller a reasonable price. What is a reasonable price is a question of fact dependent on the circumstances of each particular case.

Agreement to sell at valuation.

10. (1) Where there is an agreement to sell goods on the terms that the price is to be fixed by the valuation of a third party and such third party cannot or does not make such valuation, the agreement becomes void:

Provided that, if the goods or any part thereof have been delivered to, and appropriated by, the buyer, he must pay a reasonable price therefor.

(2) Where such third party is prevented from making the valuation by the fault of the seller or buyer, the party not in fault may maintain a suit for damages against the party in fault.

Conditions and Warranties.

Stipulations as to time.

11. Unless a different intention appears from the terms of the contract, stipulations as to time of payment are not deemed to be of the essence of a contract of sale. Whether any other stipulation as to time is of the essence of the contract or not depends on the terms of the contract.

Condition and warranty.

12. (1) A stipulation in a contract of sale with reference to goods which are the subject thereof may be a condition or a warranty.

(2) A condition is a stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.

(3) A warranty is a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods.

(4) Whether a stipulation in a contract of sale is a condition or a warranty depends in each case on the construction of the contract. The stipulation may be a condition, though called a warranty in the contract.

When condition to be treated as warranty.

18. (1) Where a contract of sale is subject to any condition to be fulfilled by the seller, the buyer may waive the condition or elect to treat the breach of the condition as a breach of warranty and not as a ground for treating the contract as repudiated.

(2) Where a contract of sale is not severable and the buyer has accepted the goods or part thereof, or where the contract is for specific goods the property in which has passed to the buyer, the breach of any condition to be fulfilled by the seller can only be treated as a breach of warranty and not as a ground for rejecting the goods and treating the contract as repudiated, unless there is a term of the contract, express or implied, to that effect.

(3) Nothing in this section shall affect the case of any condition or warranty fulfilment of which is excused by law by reason of impossibility or otherwise.

Implied undertaking as to title, etc.

14. In a contract of sale, unless the circumstances of the contract are such as to show a different intention, there is—

(a) an implied condition on the part of the seller that, in the case of a sale, he has a right to sell the goods and that, in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass;

(b) an implied warranty that the buyer shall have and enjoy quiet possession of the goods;

(c) an implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party not declared or known to the buyer before or at the time when the contract is made.

Sale by description.

15. Where there is a contract for the sale of goods by description there is an implied condition that the goods shall correspond with the description; and, if the sale is by sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

Implied conditions as to quality or fitness.

16. Subject to the provisions of this Act and of any other law for the time being in force, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except as follows:—

(1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he is the manufacturer or producer or not), there is an implied condition that the goods shall be reasonably fit for such purpose:

Provided that, in the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition as to its fitness for any particular purpose.

(2) Where goods are brought by description from a seller who deals in goods of that description (whether he is the manufacturer or producer or not), there is an implied condition that the goods shall be of merchantable quality:

Provided that, if the buyer has examined the goods, there shall be no implied condition as regards defects which such examination ought to have revealed.

(3) An implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade.

(4) An express warranty or condition does not negative a warranty or condition implied by this Act unless inconsistent therewith.

Sale by sample.

17. (1) A contract of sale is a contract for sale by sample where there is a term in the contract, express or implied, to that effect.

(2) In the case of a contract for sale by sample there is an implied condition—

(a) that the bulk shall correspond with the sample in quality;

(b) that the buyer shall have a reasonable opportunity of comparing the bulk with the sample;

(c) that the goods shall be free from any defect, rendering them unmerchantable, which would not be apparent on reasonable examination of the sample.

CHAPTER III

EFFECTS OF THE CONTRACT.

Transfer of property as between seller and buyer.

Goods must be ascertained

18. Where there is a contract for the sale of unascertained goods, no property in the goods is transferred to the buyer unless and until the goods are ascertained.

Property passes when intended to pass.

19. (1) Where there is a contract for the sale of specific or ascertained goods the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred.

(2) For the purpose of ascertaining the intention of the parties regard shall be had to the terms of the contract, the conduct of the parties and the circumstances of the case.

(3) Unless a different intention appears, the rules contained in sections 20 to 24 are rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer.

Specific goods in a deliverable state.

20. Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment of the price or the time of delivery of the goods, or both, is postponed.

Specific goods to be put into a deliverable state.

21. Where there is a contract for the sale of specific goods and the seller is bound to do something to the goods for the purpose of putting them into a deliverable state, the property does not pass until such thing is done and the buyer has notice thereof.

Specific goods in a deliverable state when seller has to do anything thereafter in order to ascertain price

22. Where there is a contract for the sale of specific goods in a deliverable state, but the seller is bound to weigh, measure, test or do some other act or thing with reference to the goods for the purpose of ascertaining the price, the property does not pass until such act or thing is done and the buyer has notice thereof.

Sale of unascertained goods and appropriation.

23. (1) Where there is a contract for the sale of unascertained or future goods by description and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer or by the buyer with the assent of the seller, the property in the goods thereupon

passes to the buyer. Such assent may be express or implied, and may be given either before or after the appropriation is made.

Delivery at carrier.

(2) Where, in pursuance of the contract, the seller delivers the goods to the buyer or to a carrier or other bailee (whether named by the buyer or not) for the purpose of transmission to the buyer, and does not reserve the right of disposal, he is deemed to have unconditionally appropriated the goods to the contract.

Goods sent on approval or "on sale or return".

24. When goods are delivered to the buyer on approval or "on sale or return" or other similar terms, the property therein passes to the buyer—

(a) when he signifies his approval or acceptance to the seller or does any other act adopting the transaction;

(b) if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of such time, and, if no time has been fixed, on the expiration of a reasonable time.

Reservation of right of disposal.

25. (1) Where there is a contract for the sale of specific goods or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of disposal of the goods until certain conditions are fulfilled. In such case, notwithstanding the delivery of the goods to a buyer, or to a carrier or other bailee for the purpose of transmission to the buyer, the property in the goods does not pass to the buyer until the conditions imposed by the seller are fulfilled.

(2) Where goods are shipped, and by the bill of lading the goods are deliverable to the order of the seller or his agent, the seller is *prima facie* deemed to reserve the right of disposal.

(3) Where the seller of goods draws on the buyer for the price and transmits the bill of exchange and bill of lading to the buyer together, to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honour the bill of exchange and if he wrongfully retains the bill of lading the property in the goods does not pass to him.

Risk *prima facie* passes with property.

26. Unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer's risk whether delivery has been made or not:

Provided that, where delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault:

Provided also that nothing in this section shall affect the duties or liabilities of either seller or buyer as a bailee of the goods of the other party.

Sale by person not the owner.

27. Subject to the provisions of this Act and of any other law for the time being in force, where goods are sold by a person who is not the owner thereof and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller's authority to sell:

Provided that where an agent, having in the customary course of his business authority to sell goods or to consign goods for the purpose of sale or to buy goods or to raise money on the security of goods, is, with the consent of the owner, in possession of goods or of the documents of title to goods, any sale of the goods made by him shall be as valid as if he were expressly authorized by the owner of the goods to make the same; provided that the buyer acts in good faith and has not at the time of the contract of sale notice that the seller has not authority to sell.

Sale by one of joint owners.

28. If one of several joint owners of goods has the sole possession of them by permission of the co-owners, the property in the goods is transferred to any person who buys them of such joint owner in good faith and has not at the time of the contract of sale notice that the seller has not authority to sell.

Sale by person having voidable title.

29. Where the seller of goods has a voidable title thereto but his title has not been avoided at the time of the sale, the buyer acquires a good title to the goods if he buys them in good faith and without notice as to the seller's defect of title and if the circumstances rendering the contract voidable have not amounted to an offence committed by the seller or a person through or under whom the seller claims.

Seller or buyer in possession after sale.

30. (*1*) Where a person, having sold goods, continues or is in possession of the goods or of the documents of title to the goods, the delivery or transfer by that person of the goods or documents of title under any sale, pledge or other disposition thereof to any person receiving the same in good faith and without notice of the previous sale shall have the same effect as if the person making the delivery or transfer were expressly authorized by the owner of the goods to make the same.

(*2*) Where a person, having bought or agreed to buy goods, obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person of the goods or documents of title under any sale, pledge or other disposition thereof to any person receiving the same in good faith and without notice of any lien or other right of the original seller in respect of the goods shall have effect as if such lien or right did not exist.

CHAPTER IV.

PERFORMANCE OF THE CONTRACT.

Duties of seller and buyer.

31. It is the duty of the seller to deliver the goods and of the buyer to accept and pay for them in accordance with the terms of the contract of sale.

Payment and delivery are concurrent conditions.

32. Unless otherwise agreed, delivery of the goods and payment of the price are concurrent conditions, that is to say, the seller must be ready and willing to give possession of the goods to the buyer in exchange for the price, and the buyer must be ready and willing to pay the price in exchange for possession of the goods.

Delivery.

33. Delivery of goods sold may be made by doing anything which the parties agree shall be treated as delivery or which has the effect of putting the goods in the possession of the buyer or of any person authorised to hold them on his behalf.

Effect of part delivery.

34. A delivery of part of goods, in progress of the delivery of the whole, has the same effect, for the purpose of passing the property in such goods, as a delivery of the whole; but a delivery of part

of the goods, with an intention of severing it from the whole, does not operate as a delivery of the remainder.

Buyer to apply for delivery.

35. Apart from any express contract, the seller of goods is not bound to deliver them until the buyer applies for delivery.

Rules as to delivery.

36. (*1*) Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties.

(*2*) Apart from any contract, express or implied, as to place of delivery, goods sold are to be delivered at the place at which they are at the time of the sale, and goods contracted to be sold are to be delivered at the place at which they are at the time of the contract for sale, or, if not then in existence, at the place at which they are manufactured or produced.

(*3*) Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time.

(*4*) Where the goods at the time of sale are in the possession of a third person, there is no delivery by seller to buyer unless and until such third person acknowledges to the buyer that he holds the goods on his behalf:

Provided that nothing in this section shall affect the operation of the issue or transfer of any document of title to goods.

(*5*) Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour. What is a reasonable hour is a question of fact.

(*6*) Unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state must be borne by the seller.

Delivery of wrong quantity.

37. (*1*) Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts the goods so delivered he must pay for them at the contract rate.

(*2*) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole. If the buyer accepts the whole of the goods so delivered, he must pay for them at the contract rate.

(*3*) Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are in accordance with the contract and reject the rest, or may reject the whole.

(*4*) The provisions of this section are subject to any usage of trade, special agreement or course of dealing between the parties.

Instalment deliveries.

38. (*1*) Unless otherwise agreed, the buyer of goods is not bound to accept delivery thereof by instalments.

(*2*) Where there is a contract for the sale of goods to be delivered by stated instalments which are to be separately paid for, and the seller makes no delivery or defective delivery in respect of one or more instalments, or the buyer neglects or refuses to take delivery of or pay for one or more instalments, it is a question in each case depending on the terms of the contract and the circumstances of the case, whether the breach of contract is a repudiation of the whole

contract, or whether it is a severable breach giving rise to a claim for compensation, but not to a right to treat the whole contract as repudiated.

Delivery to carrier or wharfinger.

39. (*1*) Where, in pursuance of a contract of sale, the seller is authorized or required to send the goods to the buyer, delivery of the goods to a carrier, whether named by the buyer or not, for the purpose of transmission to the buyer, or delivery of the goods to a wharfinger for safe custody, is *prima facie* deemed to be a delivery of the goods to the buyer.

(*2*) Unless otherwise authorized by the buyer, the seller must make such contract with the carrier or wharfinger on behalf of the buyer as may be reasonable having regard to the nature of the goods and the other circumstances of the case. If the seller omits so to do, and the goods are lost or damaged in course of transit or whilst in the custody of the wharfinger, the buyer may decline to treat the delivery to the carrier or wharfinger as a delivery to himself, or may hold the seller responsible in damages.

(*3*) Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, in circumstances in which it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their sea transit, and if the seller fails so to do, the goods shall be deemed to be at his risk during such sea transit.

Risk where goods are delivered at distant place.

40. Where the seller of goods agrees to deliver them at his own risk at a place other than that where they are when sold, the buyer must, nevertheless, unless otherwise agreed, take any risk of deterioration in the goods necessarily incident to the course of transit.

Buyer's right of examining the goods.

41. (*1*) Where goods are delivered to the buyer which he has not previously examined, he is not deemed to have accepted them unless and until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract.

(*2*) Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, he is bound, on request, to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.

Acceptance.

42. The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller, or when, after the lapse of a reasonable time, he retains the goods without intimating to the seller that he has rejected them.

Buyer not bound to return rejected goods.

43. Unless otherwise agreed, where goods are delivered to the buyer and he refuses to accept them, having the right so to do, he is not bound to return them to the seller, but it is sufficient if he intimates to the seller that he refuses to accept them.

Liability of buyer for neglecting or refusing delivery of goods.

44. When the seller is ready and willing to deliver the goods and requests the buyer to take delivery, and the buyer does not within a reasonable time after such request take delivery of the goods, he is liable to the seller for any loss occasioned by his neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods.

Provided that nothing in this section shall affect the rights of the seller where the neglect or refusal of the buyer to take delivery amounts to a repudiation of the contract.

CHAPTER V.

RIGHTS OF UNPAID SELLER AGAINST THE GOODS.

"Unpaid seller" defined.

45. (*1*) The seller of goods is deemed to be an "unpaid seller" within the meaning of this Act—

(*a*) when the whole of the price has not been paid or tendered;

(*b*) when a bill of exchange or other negotiable instrument has been received as conditional payment, and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise.

(*2*) In this Chapter, the term "seller" includes any person who is in the position of a seller, as, for instance, an agent of the seller to whom the bill of lading has been indorsed, or a consignor or agent who has himself paid, or is directly responsible for, the price.

Unpaid seller's rights.

46. (*1*) Subject to the provisions of this Act and of any law for the time being in force, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, as such, has by implication of law—

(*a*) a lien on the goods for the price while he is in possession of them;

(*b*) in case of the insolvency of the buyer a right of stopping the goods in transit after he has parted with the possession of them;

(*c*) a right of resale as limited by this Act.

(*2*) Where the property in goods has not passed to the buyer, the unpaid seller has, in addition to his other remedies, a right of withholding delivery similar to and co-extensive with his rights of lien and stoppage in transit where the property has passed to the buyer.

Unpaid seller's lien.

Seller's lien.

47. (*1*) Subject to the provisions of this Act, the unpaid seller of goods who is in possession of them is entitled to retain possession of them until payment or tender of the price in the following cases, namely:—

(*a*) where the goods have been sold without any stipulation as to credit;

(*b*) where the goods have been sold on credit but the term of credit has expired;

(*c*) where the buyer becomes insolvent.

(*2*) The seller may exercise his right of lien notwithstanding he is in possession of the goods as agent or bailee for the buyer.

Part delivery.

48. Where an unpaid seller has made part delivery of the goods, he may exercise his right of lien on the remainder, unless such part delivery has been made under such circumstances as to show an agreement to waive the lien.

Termination of lien.

49. (*1*) The unpaid seller of goods loses his lien thereon—

(*a*) when he delivers the goods to a carrier or other bailee for the purpose of transmission to the buyer without reserving the right of disposal of the goods;

(*b*) when the buyer or his agent lawfully obtains possession of the goods;

(*c*) by waiver thereof.

(*2*) The unpaid seller of goods, having a lien thereon, does not lose his lien by reason only that he has obtained a decree for the price of the goods.

Stoppage in transit.

Right of stoppage in transit.

50. Subject to the provisions of this Act, when the buyer of goods becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them in transit, that is to say, he may resume possession of the goods as long as they are in the course of transit, and may retain them until payment or tender of the price.

Duration of transit.

51. (*1*) Goods are deemed to be in course of transit from the time when they are delivered to a carrier or other bailee for the purpose of transmission to the buyer, until the buyer or his agent in that behalf takes delivery of them from such carrier or other bailee.

(*2*) If the buyer or his agent in that behalf obtains delivery of the goods before their arrival at the appointed destination, the transit is at an end.

(*3*) If, after the arrival of the goods at the appointed destination, the carrier or other bailee acknowledges to the buyer or his agent that he holds the goods on his behalf and continues in possession of them as bailee for the buyer or his agent, the transit is at an end and it is immaterial that a further destination for the goods may have been indicated by the buyer.

(*4*) If the goods are rejected by the buyer and the carrier or other bailee continues in possession of them, the transit is not deemed to be at an end, even if the seller has refused to receive them back.

(*5*) When goods are delivered to a ship chartered by the buyer, it is a question depending on the circumstances of the particular case, whether they are in the possession of the master as a carrier or as agent of the buyer.

(*6*) Where the carrier or other bailee wrongfully refuses to deliver the goods to the buyer or his agent in that behalf, the transit is deemed to be at an end.

(*7*) Where part delivery of the goods has been made to the buyer or his agent in that behalf, the remainder of the goods may be stopped in transit, unless such part delivery has been given in such circumstances as to shew an agreement to give up possession of the whole of the goods.

How stoppage in transit is effected.

52. (*1*) The unpaid seller may exercise his right of stoppage in transit either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other bailee in whose possession the goods are. Such notice may be given either to the person in actual possession of the goods or to his principal. In the latter case the notice, to be effectual, must be given at such time and in such circumstances that the principal, by the exercise of reasonable diligence, may communicate it to his servant or agent in time to prevent a delivery to the buyer.

(*2*) When notice of stoppage in transit is given by the seller to the carrier or other bailee in possession of the goods, he must redeliver the goods to, or according to the directions of, the seller. The expenses of such re-delivery must be borne by the seller.

Re-sale.

Effect of sub-sale or pledge by buyer.

53. (*1*) Subject to the provisions of this Act, the unpaid seller's right of lien or stoppage in transit is not affected by any sale or other disposition of the goods which the buyer may have made, unless the seller has assented thereto:

Provided that where a document of title to goods has been issued or lawfully transferred to any person as buyer or owner of the goods and that person transfers the document to a person who takes the document in good faith and for consideration, then, if such last-mentioned transfer was by way of sale, the unpaid seller's right of lien or stoppage in transit is defeated, and, if such last-mentioned transfer was by way of pledge or other disposition for value, the unpaid seller's right of lien or stoppage in transit can only be exercised subject to the rights of the transferee.

(3) Where the transfer is by way of pledge, the unpaid seller may require the pledgee to have the amount secured by the pledge satisfied in the first instance, as far as possible, out of any other goods or securities of the buyer in the hands of the pledgee and available against the buyer.

Sale not generally rescinded by lien or stoppage in transit.

54. (1) Subject to the provisions of this section, a contract of sale is not rescinded by the mere exercise of an unpaid seller of his right of lien or stoppage in transit.

(2) Where the goods are of a perishable nature, or where the unpaid seller who has exercised his right of lien or stoppage in transit gives notice to the buyer of his intention to re-sell, unpaid seller may, if the buyer does not within a reasonable time pay or tender the price, re-sell the goods and recover from the original buyer damages for any loss occasioned by his breach of contract, but the buyer shall not be entitled to any profit which may occur on the re-sale. If such notice is not given, the unpaid seller shall not be entitled to recover such damages and the buyer shall be entitled to the profit, if any, on the re-sale.

(3) Where an unpaid seller who has exercised his right of lien or stoppage in transit re-sells the goods, the buyer acquires a good title thereto as against the original buyer, notwithstanding that no notice of the re-sale has been given to the original buyer.

(4) Where the seller expressly reserves a right of re-sale in case the buyer should make default, and, on the buyer making default, re-sells the goods, the original contract of sale is thereby rescinded, but without prejudice to any claim which the seller may have for damages.

CHAPTER VI

SUITS FOR BREACH OF THE CONTRACT.

Remedies of the seller.

Suit for price.

55. (1) Where under a contract of sale the property in the goods has passed to the buyer and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may sue him for the price of the goods.

(2) Where under a contract of sale the price is payable on a day certain irrespective of delivery and the buyer wrongfully neglects or refuses to pay such price, the seller may sue him for the price although the property in the goods has not passed and the goods have not been appropriated to the contract.

Damages for non-acceptance.

56. Where the buyer wrongfully neglects or refuses to accept and pay for the goods, the seller may sue him for damages for non-acceptance.

Damages for non-delivery.

57. Where the seller wrongfully neglects or refuses to deliver the goods to the buyer, the buyer may sue the seller for damages for non-delivery.

Specific performance.

58. Subject to the provisions of Chapter II of the Specific Relief Act, 1877, in any suit for breach of contract to deliver specific or I of 1877 ascertained goods, the Court may, if it thinks fit, on the application of the plaintiff, by its decree direct that the contract shall be performed specifically, without giving the defendant the option of retaining the goods on payment of damages. The decree may be unconditional, or upon such terms and conditions as to damages, payment of the price or otherwise, as the Court may deem just, and the application of the plaintiff may be made at any time before the decree.

Remedy for breach of warranty.

59. (1) Where there is a breach of warranty by the seller, or where the buyer elects or is compelled to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods; but he may—

(a) set up against the seller the breach of warranty in diminution or extinction of the price; or

(b) sue the seller for damages for breach of warranty.

(2) The fact that a buyer has set up a breach of warranty in diminution or extinction of the price does not prevent him from suing for the same breach of warranty if he has suffered further damage.

Repudiation of contract before due date

60. Where either party to a contract of sale repudiates the contract before the date of delivery, the other may either treat the contract as subsisting and wait till the date of delivery, or he may treat the contract as rescinded and sue for damages for the breach.

Interest by way of damages and special damages.

61. (1) Nothing in this Act shall affect the right of the seller or the buyer to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover the money paid where the consideration for the payment of it has failed.

(2) In the absence of a contract to the contrary, the Court may award interest at such rate as it thinks fit on the amount of the price—

(a) to the seller in a suit by him for the amount of the price—from the date of the tender of the goods or from the date on which the price was payable;

(b) to the buyer in a suit by him for the refund of the price in a case of a breach of the contract on the part of the seller—from the date on which the payment was made.

CHAPTER VII.

MISCELLANEOUS.

Exclusion of implied terms and conditions.

62. Where any right, duty or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by usage, if the usage is such as to bind both parties to the contract.

Reasonable time a question of fact.

63. Where in this Act any reference is made to a reasonable time, the question what is a reasonable time is a question of fact.

Auction sale.

64. In the case of a sale by auction—

(1) where goods are put up for sale in lots, each lot is *prima facie* deemed to be the subject of a separate contract of sale;

(2) the sale is complete when the auctioneer announces its completion by the fall of the hammer or in other customary manner

and, until such announcement is made, any bidder may retract his bid;

(3) a right to bid may be reserved expressly by or on behalf of the seller and, where such right is expressly so reserved, but not otherwise, the seller or any one person on his behalf may, subject to the provisions hereinafter contained, bid at the auction;

(4) where the sale is not notified to be subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or any such person; and any sale contravening this rule may be treated as fraudulent by the buyer;

(5) the sale may be notified to be subject to a reserved or upset price;

(6) if the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

IX of 1872. 65. Sections 76 to 123 of the Indian Contract Act, 1872, are hereby repealed. Repeal.

Savings.

66. (1) Nothing in this Act or in any repeal effected thereby shall affect or be deemed to affect—

(a) any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act, or

(b) any legal proceedings or remedy in respect of any such right, title, interest, obligation or liability, or

(c) anything done or suffered before the commencement of this Act, or

(d) any enactment relating to the sale of goods which is not expressly repealed by this Act, or

(e) any rule of law not inconsistent with this Act.

(2) The rules of insolvency relating to contracts for the sale of goods shall continue to apply thereto, notwithstanding anything contained in this Act.

(3) The provisions of this Act relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge or other security.

STATEMENT OF OBJECTS AND REASONS.

The Bill is sufficiently explained in the Report of the Special Committee printed below.*

SIMLA,
The 17th July 1929.

B. L. MITTER.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929:—

L. A. BILL No. 12 OF 1929.

A Bill to amend section 178 of the Indian Contract Act, 1872.

I of 1872. WHEREAS it is expedient to amend section 178 of the Indian Contract Act, 1872, for the purpose hereinafter appearing; It is hereby enacted as follows:—

Short title and commencement.

1. (1) This Act may be called the Indian Contract (Amendment) Act, 19 .

* Published in Part III of the *Fort St. George Gazette*, dated 6th August 1929.

(3) It shall come into force on the day of , 19 .

Amendment of section 178, Act IX of 1872.

2. For section 178 of the Indian Contract Act, 1872, the following section shall be substituted, namely :— IX of 1872.

Pledge of goods by person not the owner.

"178. Where an agent, having in the customary course of his business authority to sell goods or to consign goods for the purpose of sale or to buy goods, or to raise money on the security of goods, is, with the consent of the owner, in the possession of goods, or of any bill of lading, dock-warrant, warehouse keeper's certificate, wharfinger's certificate, railway receipt, warrant or order for the delivery of goods or any other document used in the ordinary course of business as proof of the possession or control of goods, or authorising or purporting to authorize, either by endorsement or delivery, the possessor of the document to transfer or receive goods thereby represented, any pledge of the goods made by such agent shall be as valid as if he were expressly authorized by the owner of the goods to make the same:

Provided that the pawnee acts in good faith and has not at the time of the pledge notice that the pawnor has not authority to pledge:

Provided also that such goods or documents have not been obtained by the pawnor from the lawful owner or from any person in lawful custody of them by means of an offence or fraud."

STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to give effect to the recommendation of the Special Committee, appointed by the Government of India to examine and draft the Indian Sale of Goods Bill, that section 178 of the Indian Contract Act, 1872, should be amended so as to make it consistent with the amendment proposed by the Committee in section 108. Both the sections are cognate and are based on the same principle; and there has been considerable conflict of decisions regarding their scope. The Special Committee has proposed to remove this conflict in section 108 by restricting its provisions to sales by persons who are in possession of the subject-matter of the sale as mercantile agents only, and the present Bill amends section 178 of the Indian Contract Act, 1872, on the same lines.

SIMLA :
The 17th July 1929. B. L. MITTER.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. BILL No. 13 OF 1929.

A Bill to provide for the levy of a cess on soft coke despatched by rail from collieries in the provinces of Bengal and Bihar and Orissa.

WHEREAS it is expedient to provide for the creation of a fund to be expended by a Committee specially constituted in this behalf for the promotion of the interests of the soft coke industry in the provinces of Bengal and Bihar and Orissa;

AND WHEREAS for this purpose it is expedient to levy a cess on soft coke despatched by rail from collieries in the said provinces;

It is hereby enacted as follows :—

Short title, extent and commencement.

1. (1) This Act may be called the Indian Soft Coke Cess Act, 1929.

(2) It extends to the whole of British India, except Aden

(3) It shall come into force on such date as the Governor-General in Council may, by notification in the *Gazette of India*, appoint.

Definitions.

2. In this Act, unless there is anything repugnant in the subject or context,—

(a) "Committee" means the Soft Coke Cess Committee constituted under section 4 ;

(b) "Prescribed" means prescribed by rules made under this Act ; and

(c) "soft coke" means all coke which is unsuitable for metallurgical purposes.

Imposition of soft coke cess

3 (1) There shall be levied and collected on all soft coke despatched by rail from collieries in the provinces of Bengal and Bihar and Orissa a cess at the rate of two annas per ton.

(2) The cess shall be collected by the Railway Administrations concerned by means of a surcharge on freight and shall be paid to the Committee after deduction of the expenses of collection (if any), in such manner as may be prescribed.

Constitution of Soft Coke Cess Committee.

4 (1) The Governor General in Council shall constitute a Committee, consisting of the following members, to receive and expend the proceeds of the cess :—

(i) the Chief Mining Engineer to the Railway Board, *ex officio* ;

(ii) one person nominated by the Local Government of Bengal ;

(iii) one person nominated by the Local Government of Bihar and Orissa ;

(iv) seven persons nominated by the Indian Mining Federation ; and

(v) one person nominated by the Indian Mining Association :

Provided that, if within the period prescribed in this behalf, any authority or body fails to make any nomination which it is entitled to make under this section, the Governor General in Council may himself nominate a member to fill the vacancy.

(2) The Chief Mining Engineer to the Railway Board shall be *ex officio* President of the Committee.

(3) Where a nominated member dies, resigns, ceases to reside in British India or becomes incapable of acting, the Governor General in Council may, on the recommendation of the authority or body which would have been entitled to make the nomination if it had been a first nomination under sub-section (1), or where such recommendation is not made within the prescribed period, then on his own initiative, nominate a person to fill the vacancy.

(4) No act done by the Committee shall be questioned on the ground merely of the existence of any vacancy in, or any defect in the constitution of, the Committee.

Application of proceeds of soft coke cess.

5. The proceeds of the cess and any other monies received by the Committee shall be applied in meeting the expenses of the Committee and the cost of such measures as it may consider advisable to take for promoting the sale and improving the methods of manufacture of soft coke.

Keeping and audit of accounts

6. (*1*) The Committee shall keep accounts of all monies received and expended under section 5

(*2*) Such accounts shall be examined and audited annually by auditors appointed in this behalf by the Governor General in Council; and such auditors may disallow any item which has, in their opinion, been expended out of any monies so received otherwise than as directed by or under this Act.

(*3*) If any item is disallowed, an appeal shall lie to the Governor General in Council, whose decision shall be final

Power to make rules.

7. (*1*) The Governor General in Council may, after consulting the Committee and after previous publication, make rules to carry out the purposes of this Act.

(*2*) In particular and without prejudice to the generality of the foregoing power, such rules may provide for—

(*a*) the regulation of the nomination of members of the Committee, and the procedure of the Committee,

(*b*) the regulation of the levy, collection and payment of the cess, and

(*c*) the form of accounts to be kept and the publication of an abstract of such accounts with the report of the auditors thereon

(*3*) All such rules shall be published in the *Gazette of India*.

Time during which sections 2 to 7 are to remain in force

8. Sections 2 to 7 shall remain in force only until the 31st December, 1934:

Provided that the Governor General in Council may, on the recommendation of the Committee, declare, by notification in the *Gazette of India*, that the said sections shall continue to force for any further period specified in such notification.

Disposal of surplus proceeds.

9. When sections 2 to 7 cease to be in force, all monies and other property in the possession of the Committee shall revert to His Majesty

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STATEMENT OF OBJECTS AND REASONS.

Indian collieries have for some years past suffered from trade depression, particularly those producing the quality of coal generally known as second class. The owners of such collieries have found some relief in the manufacture and sale of soft coke, suitable for domestic consumption, but the market for soft coke is limited, partly owing to the competition of other fuels, and partly because the value of soft coke as a domestic fuel is not generally realized. In these circumstances, the Indian Mining Federation approached the Government of India with the suggestion that a cess should be collected by official agency from the trade, and that the proceeds of the cess be devoted to expenditure on measures to popularise soft coke in Indian markets. It is, therefore, considered desirable to impose by legislation a cess of 2 annas per ton on all soft coke despatched by rail from collieries in Bengal and Bihar and Orissa for the purpose of creating a fund to finance measures for promoting the sale and improving the methods of manufacture of soft coke. It is proposed to entrust the administration of the fund to a Soft Coke Cess Committee, consisting of members representing the two Local Governments concerned, the Indian Mining Federation and the Indian Mining Association, and including the Chief Mining Engineer to the Railway Board, who will also be *ex officio* President of the

Committee. The Bill, which is largely based on the Tea Cess Act and the Lac Cess Act, is intended to give effect to this proposal. It has the support of the Indian Mining Federation which represents the interests of the soft coke industry.

SIMLA;
The 8th August 1929. G. RAINY.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

I.A. BILL No. 14 OF 1929.

A Bill to provide for certain matters in connection with the taking of the Census.

WHEREAS it has been determined to take a census of British India during the year 1931, and it is expedient to provide for certain matters in connection with the taking of such census; It is hereby enacted as follows :—

Short title and extent.

1. (*1*) This Act may be called the Indian Census Act, 19 .

(*2*) It extends to the whole of British India, including British Baluchistan and the Sonthal Parganas.

Appointment of census-officers.

2. (*1*) The Local Government may appoint any person to take or aid in, or supervise the taking of, the census within any specified local area.

(*2*) Persons so appointed shall be called census-officers.

(*3*) The Local Government may delegate to such authority, as it thinks fit, the power of appointing census-officers which is conferred by this section.

Proof of appointment of census-officers and their status as public servants.

3. (*1*) A declaration in writing, signed by any officer authorised by the Local Government in this behalf, that any person has been duly appointed a census officer for any local area shall be conclusive proof of such appointment.

(*2*) All census officers shall be deemed to be public servants within the meaning of the Indian Penal Code.

XLV of 1860.

Discharge of duties of census-officers in certain cases.

4. (*1*) (*a*) Every officer in command of any body of men belonging to His Majesty's naval, military or air forces or to His Majesty's Indian Marine Service or of any vessel of war,

(*b*) every person (except a pilot or harbour master) having charge or control of a vessel,

(*c*) every person in charge of a lunatic asylum, hospital, workhouse, prison, reformatory or lock-up or of any public, charitable, religious or educational institution,

(*d*) every keeper, secretary or manager of any *serai*, hotel, boarding-house, lodging-house, immigration depot or club, and

(*e*) every occupant of immoveable property who has at the time of the taking of the census not less than twenty persons living on or in such property, and every manager or officer of a railway or other commercial or industrial establishment who has at such time not less than ten persons employed under him,

shall, if so required by the District Magistrate or by such officer as the Local Government may appoint in this behalf, perform such of the duties of a census-officer in relation to the persons who at the time of the taking of the census are under his command or charge, or

are inmates of his house or present on or in such immoveable property or are employed under him, as such Magistrate or officer may, by written order, direct.

(3) All the provisions of this Act relating to census-officers shall apply, so far as they can be made applicable, to all persons while performing such duties under this section, and any person refusing or neglecting to perform any duty which he is directed under this section to perform shall be deemed to have committed an offence under section 187 of the Indian Penal Code. XLV of 1860

Power of District Magistrate to call upon certain persons to give assistance

5. (1) The District Magistrate, or such officer as the Local Government may appoint in this behalf for any local area, may, by written order, which shall have effect throughout the limits of his district or of such local area, as the case may be, call upon—

(a) all owners and occupiers of land, tenure-holders, farmers, assignees of land-revenue and lessees of fisheries under the Burma Fisheries Act, 1905, or the Upper Burma Land and Revenue Regulation, 1889, or their agents, Bur. Act III of 1905 III of 1889

(b) all village-officers and servants in estates as defined in the Madras Proprietary Estates Village Service Act, 1894, and Mad. Act II of 1894.

(c) all members of panchayats appointed under the Village Chaukidari Act, 1870, or the Sylhet and Cachar Rural Police Regulation, 1883, or members of union boards established under the Bengal Village Self-Government Act, 1919, all ghatwals, Unit-tahsildars and members of a panchayat appointed under the Bihar and Orissa Village Administration Act, 1922, all members of village-authorities constituted under the Assam Local Self-Government Act, 1915, or the Assam Rural Self-Government Act, 1926, and all village-headmen in the Kumaun Division of the United Provinces,

to give such assistance as he needs towards the taking of a census of the persons who are at the time of the taking of the census on the lands of such owners, occupiers, holders, farmers and assignees, or within the limits of such fisheries or in the villages or other areas for which such village-officers and servants, panchayats, union boards, village-authorities, ghatwals, Unit-tahsildars or village-headmen are appointed, as the case may be.

(2) Such order shall specify the nature of the assistance required, and such owners, occupiers, holders, farmers, assignees and lessees, or their agents, and such village-officers and servants, the members of such panchayats, union boards and village-authorities, and such ghatwals, Unit-tahsildars and village-headmen shall be bound to obey it.

Bom. Act VI of 1870 I of 1889 Ben. Act V of 1919. B. & O. Act III of 1922. Assam Act I of 1915. Assam Act VII of 1926

Asking of questions by census-officer.

6. Every census-officer may ask all such questions of all persons within the limits of the local area for which he is appointed as, by instructions issued in this behalf by the Local Government and published in the official Gazette, he may be directed to ask.

Obligation to answer questions

7. Every person of whom any question is asked under the last foregoing section shall be legally bound to answer such question to the best of his knowledge or belief.

Provided that no person shall be bound to state the name of any female member of his household, and no woman shall be bound to state the name of her husband or deceased husband or of any other person whose name she is forbidden by custom to mention.

Occupier to allow access, and permit affixing of numbers.

8. Every person occupying any house, enclosure, vessel or other place shall allow census-officers such access thereto as they may require for the purposes of the census, and as, having regard to the customs of the country, may be reasonable, and shall allow them to

paint on or affix to the place such letters marks or numbers as may be necessary for the purpose of the census.

Occupier or manager to fill up schedule.

9. (1) Subject to such orders as the Local Government may issue in this behalf, any census officer may leave, or cause to be left,

(a) at any dwelling house within the local area for which he is appointed, or

(b) with any manager or officer of any commercial or industrial establishment who has at the time of the taking of the census not less than ten persons employed under him,

a schedule for the purpose of its being filled up by the occupier of such house or of any specified part thereof, or by such manager or officer with such particulars as the Local Government may direct regarding the inmates of such house or part, or the persons employed under such manager or officer at the time of the taking of the census, as the case may be.

(2) When any such schedule has been so left, the occupier of the house or part to which it relates, or the manager or officer with whom it is left, shall fill it up, or cause it to be filled up, to the best of his knowledge or belief, so far as regards the inmates of such house or part, or the persons employed under him at the time aforesaid, as the case may be, and shall sign his name thereto, and, when so required, shall deliver the schedule so filled up and signed to the census-officer or to such person as the census officer may direct.

Penalties.

10. In any of the following cases, namely :—

(a) if a census-officer or a person lawfully required to give assistance towards the taking of a census refuses or neglects to use reasonable diligence in performing any duty imposed upon him or in obeying any order issued to him in accordance with this Act or with any rule duly made thereunder,

(b) if a census officer intentionally puts any offensive or improper question or knowingly makes any false return, or, without the previous sanction of the Governor General in Council or the Local Government, discloses any information which he has received by means of or for the purposes of a census return,

(c) if any person refuses to answer to the best of his knowledge or belief any question asked of him by a census-officer which he is legally bound by section 7 so to answer,

(d) if any person occupying any house, enclosure, vessel or other place refuses to allow a census officer such reasonable access thereto as he is required by section 8 to allow,

(e) if any person removes, obliterates, alters or injures before the 31st day of March 1931, any letters, marks or numbers which have been painted or affixed for the purposes of the census,

(f) if any occupier of a dwelling-house or part thereof or any person with whom a schedule is left under section 9 knowingly and without sufficient cause fails to comply with the provisions of section 9, or makes any false return under that section,

he shall be punishable with fine which may extend to fifty rupees.

Jurisdiction in prosecutions.

11. (1) The Government may, by notification in the official Gazette, declare before what classes of Magistrates prosecutions under this Act may be instituted.

(2) Unless and until a notification is published under sub-section (1), all prosecutions under this Act shall, in the towns of Calcutta, Madras and Bombay, be instituted before a Presidency Magistrate, and elsewhere, before the District Magistrate.

(3) No prosecution under this Act shall be instituted except with the previous sanction of the Local Government, or of some officer authorized by the Local Government in this behalf.

Records of census not open to inspection or admissible in evidence in certain proceedings.

12. No person shall have a right to inspect any book, register or record made by a census officer in the discharge of his duty as such officer or any schedule delivered under section 8, and notwithstanding anything to the contrary in the Indian Evidence Act, 1872, no entry in any such book, register, record or schedule shall be admissible as evidence in any civil proceeding or any proceeding under Chapter XII or Chapter XXXVI of the Code of Criminal Procedure, 1898. I of 1872. V of 1898

Temporary suspension of local enactments and rules as to mode of taking census in municipalities

13. Notwithstanding anything in any enactment or rule with respect to the mode in which a census is to be taken in any municipality, the municipal authority may, at the time appointed for the taking of the census of British India during the year 1931, cause the census of the municipality to be taken wholly or in part by any method authorized by this Act.

Power in regard to expenses.

14. Notwithstanding anything in any enactment or rule, in regard to municipal, local, union or village funds, the Local Government may direct that the whole or any part of any expenses incurred for anything done in accordance with this Act may be charged to any municipal, local, union or village fund constituted for, and on behalf of, the area within which such expenses were incurred.

Power to make rules.

15. (1) The Governor-General in Council may make rules for carrying out the purposes of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, the Governor-General in Council may make rules providing—

(a) for the appointment of census-officers and of persons to perform any of the duties of census-officers or to give assistance towards the taking of a census, and for the general instructions to be issued to such officers or persons;

(b) for the enumerating of persons employed on railways and their families and of other classes of the population for whom it may be necessary or expedient to make special provision; and

(c) for the enumeration of persons travelling on the night when a census is taken.

(3) The Governor General in Council may, by general or special order, direct that all or any of the powers conferred upon him by this section may also be exercised by any Local Government with respect to the territories administered by it.

STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to provide for the taking of a census in 1931. It reproduces, with the necessary verbal alterations, the provision of the Indian Census Act, 1920 (IV of 1920).

The 1st June 1929. J. CRERAR.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. Bill No. 16 of 1929.

A Bill further to amend the Indian Boilers Act, 1923, for certain purposes.

V of 1923. WHEREAS it is expedient further to amend the Indian Boilers Act, 1923, for the purposes hereinafter appearing; It is hereby enacted as follows :—

Short title. 1. This Act may be called the Indian Boilers (Amendment) Act, 1929.

Amendment of section 2, Act V of 1923. V of 1923. 2. In clause (*b*) of section 2 of the Indian Boilers Act, 1923 (hereinafter referred to as the said Act), the words "for use outside such vessel" shall be omitted.

Amendment of section 34, Act V of 1923. 3. Section 34 of the said Act shall be re-numbered as sub-section (*2*) of section 34 and the following sub-section shall be inserted as sub-section (*1*) of that section, namely :—

Exemptions. "34. (*1*) The Local Government may, by notification in the local official Gazette, exempt from the operation of this Act, subject to such conditions and restrictions as it thinks fit, any boilers or classes or types of boilers used exclusively for the heating of buildings or the supply of hot water."

STATEMENT OF OBJECTS AND REASONS.

The definition of "boiler" in clause (*b*) of section 2 of the Indian Boilers Act, 1923, is defective, as it excludes vessels used for generating steam under pressure for use *outside* such vessels. Such vessels are as much liable as other vessels to explode if improperly constructed, used or maintained and may be a source of considerable danger. It has therefore been decided to omit the words "for use outside such vessel" from the clause.

2. Clause (2) of Regulation 3 of the Indian Boiler Regulations, 1924, prohibits the registration and consequently the use of a boiler if a structural part subject to pressure is made of cast-iron. Cast-iron boilers are, however, extensively used in Europe and in America, and it has been pointed out that the restriction imposed by the law in India on the use of cast-iron boilers is a serious impediment to the economic heating of buildings and the supply of hot water. It has therefore been decided that a new clause should be added to section 34 of the Indian Boilers Act, 1923, so as to empower Local Governments to exempt from the operation of the Act, subject to such conditions and restrictions as they may think fit to impose, any boilers or classes or types of boilers which are used exclusively for the heating of buildings or for the supply of hot water.

SIMLA,
The 6th August 1929. B. N. MITRA.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. Bill No. 18 of 1929.

A Bill further to amend the Negotiable Instruments Act, 1881, for a certain purpose.

XXVI of 1881. WHEREAS it is expedient further to amend the Negotiable Instruments Act, 1881, for the purpose of providing that a negotiable

instrument originally made payable to bearer shall be negotiable by delivery notwithstanding that it has been indorsed in full; It is hereby enacted as follows :—

Short title.

1. This Act may be called the Negotiable Instruments (Amendment) Act, 1929.

Amendment of section 13, Act XXVI of 1881.

2. In sub-section (*f*) of section 13 of the Negotiable Instruments Act, 1881 (hereinafter referred to as the said Act),— XXVI of 1881.

(*a*) for *Explanation* (*i*) the following *Explanation* shall be substituted, namely :—

"*Explanation* (*i*).—A promissory note, bill of exchange, or cheque is payable to order which is expressed by the maker or drawer thereof to be so payable or to be payable to a particular person and which does not contain words prohibiting transfer or indicating an intention that it shall not be transferable and on which the only or last indorsement, if any, is an indorsement in full"; and

(*b*) in *Explanation* (*ii*), after the word "expressed" the words "by the maker or drawer thereof" shall be inserted.

Amendment of section 15, Act XXVI of 1881.

3. In sub-section (*2*) of section 16 of the said Act, after the word "indorsee" the words "of a negotiable instrument payable to order" shall be inserted.

Amendment of section 35, Act XXVI of 1881.

4. In section 35 of the said Act, after the words "negotiable instrument" the words "payable to order" shall be inserted.

Amendment of section 37, Act XXVI of 1881.

5. In section 37 of the said Act, after the words "parties thereto are" the words "in the case of a promissory note, cheque or bill of exchange payable to order" shall be inserted.

Amendment of section 39, Act XXVI of 1881.

6 In section 39 of the said Act, after the words "bill of exchange" the words "payable to order" shall be inserted.

Amendment of section 40, Act XXVI of 1881.

7 In section 40 of the said Act, after the words "negotiable instrument" the words "payable to order" shall be inserted.

Amendment of section 41, Act XXVI of 1881.

8 In section 41 of the said Act, after the words "bill of exchange" the words "payable to order and" shall be inserted.

Amendment of section 44, Act XXVI of 1881.

9. In the *Explanation* to section 44 of the said Act, after the word "indorser" and after the word "signers" the words "of a promissory note, bill of exchange or cheque payable to order" shall be inserted.

Amendment of sections 45 and 47, Act XXVI of 1881.

10. In section 46 of the said Act, in the 4th paragraph, and in section 47 of the said Act, after the words "by delivery thereof" the words "notwithstanding that it has been indorsed" shall be added.

Amendment of section 48, Act XXVI of 1881.

11. In section 48 of the said Act, after the words "negotiable instrument" the words "originally payable to order and subsequently" shall be inserted

Amendment of section 50, Act XXVI of 1881.

12. In section 50 of the said Act,—

(*a*) after the words "negotiable instrument" the words "payable to order" shall be inserted; and

(*b*) in the *Illustrations*, for the words "payable to bearer" the words "payable to order" shall be substituted.

13. In section 51 of the said Act, after the words "negotiable instrument" the words "payable to order" shall be inserted. Amendment of section 51, Act XXVI of 1881.

14. In section 52 of the said Act, after the words "negotiable instrument", wherever they occur, the words "payable to order" shall be inserted. Amendment of section 52, Act XXVI of 1881.

15. In section 55 of the said Act, after the words "negotiable instrument" the words "originally payable to order" shall be inserted. Amendment of section 55, Act XXVI of 1881.

16. In section 56 of the said Act, for the word "which" the words "if payable to order and it" shall be substituted. Amendment of section 56, Act XXVI of 1881.

17. In section 88 of the said Act, after the word "acceptor" the words "of a bill of exchange" shall be inserted, and after the words "negotiable instrument" the words "payable to order" shall be inserted. Amendment of section 88, Act XXVI of 1881.

STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to amend the Negotiable Instruments Act, 1881 (XXVI of 1881), so as to provide that negotiable instruments including cheques and bills of exchange, which are expressed on the face of them as drawn to bearer, shall not, in any circumstances, lose their character as bearer instruments on account of their having been indorsed. The necessity for the amendment has arisen out of a ruling by the Bombay High Court that under section 50 of the Negotiable Instruments Act, 1881, and the *Explanation* thereto, a bearer bill can be legally changed to an order bill endorsement. This makes it incumbent upon banks and business houses to examine all endorsements upon bearer instruments, as the character of an instrument, which is payable to bearer in the first instance, can be effectively altered by any subsequent endorsement, and thus throws considerable extra work and responsibility on banks and commercial houses without any compensatory advantage to their constituents or to the general public.

Under section 13, *Explanation (ii)* of the Negotiable Instruments Act, a bill indorsed in blank is payable to bearer, but under section 49 of the same Act the holder by writing a direction above the indorser's signature may convert the indorsement in blank into an indorsement in full. These provisions under which an order bill which has become bearer may be re-converted into an order bill, will be retained.

SIMLA,
The 14th July 1929.

GEORGE SCHUSTER.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929: —

L.A. BILL No. 17 OF 1929.

A Bill further to amend the Negotiable Instruments Act, 1881, for a certain purpose.

XXVI of 1881.

WHEREAS it is expedient further to amend the Negotiable Instruments Act, 1881, for the purpose hereinafter appearing; It is hereby enacted as follows:—

Short title.

1. This Act may be called the Negotiable Instruments (Second Amendment) Act, 1929.

Insertion of new section 85A in Act XXVI of 1881.

2. After section 85 of the Negotiable Instruments Act, 1881, the following section shall be inserted, namely :— XXVI of 1881.

Drafts drawn by one branch of a bank on another payable to order.

"85A. Where any draft, drawn by one branch of a bank (which term includes a head office) upon another branch of the same bank for a sum of money payable to order on demand, purports to be endorsed by or on behalf of the payee, the bank is discharged by payment in due course"

STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to amend the Negotiable Instruments Act, 1881, so as to make it clear that the Act affords protection to bankers in India against forged or unauthorised endorsements on demand drafts drawn by one branch of a bank upon another branch of the same bank. A doubt has been expressed in authoritative quarters as to whether the Indian law, as it stands at present, extends the same protection to banks in India as the English law does to banks in England, and, consequently, legislation is considered to be expedient in order that the position may be established beyond all doubt.

SIMLA,
The 23rd August 1929. GEORGE SCHUSTER.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. BILL No. 18 OF 1929.

A Bill further to amend the Cantonments (House-Accommodation) Act, 1923, for certain purposes.

WHEREAS it is expedient further to amend the Cantonments (House-Accommodation) Act, 1923, for the purposes hereinafter appearing; It is hereby enacted as follows :— VI of 1923

Short title.

1. This Act may be called the Cantonments (House-Accommodation Amendment) Act, 1929.

Amendment of section 2, Act VI of 1923.

2. In section 2 of the Cantonments (House-Accommodation) Act, 1923 (hereinafter referred to as the said Act),— VI of 1923

(a) clause (*b*) of sub-section (*1*) shall be omitted, and clause (*bb*) shall be re-lettered as clause (*b*);

(*b*) in clause (*d*) of sub-section (*1*), after the words "in a cantonment" the following words shall be added, namely :—

"or, if that officer is the Officer Commanding the District, the military officer who would be in command of those forces in the absence of the Officer Commanding the District"; and

(*c*) in sub-section (*2*), for the words "District Magistrate" the word "Collector" shall be substituted.

Substitution of new section for section 6, Act VI of 1923.

3. For section 6 of the said Act the following section shall be substituted, namely :—

Conditions on which houses may be appropriated.

"6. (*1*) Where—

(*a*) a military officer who is stationed in or has been posted to the cantonment, applies in writing to the Officer Commanding the Station stating that he is unable to secure suitable accommodation in

the cantonment on reasonable terms by private agreement, and that no suitable house or quarter belonging to Government is available for his occupation, and the Officer Commanding the station is satisfied of the truth of the facts so stated, or

(b) the Officer Commanding the Station is satisfied that there is not in the cantonment a sufficient and assured supply of houses available at reasonable rates of rent by private agreement to meet the requirements of the military officers and military messes whose accommodation in the cantonment is, in his opinion, necessary or expedient,

the Officer Commanding the Station may, with a view to enforcing the liability under section 5, serve on the owner of any house situate in the cantonment, or, if the Act is in force in part only of the cantonment, in that part which appears to him to be suitable for occupation by a military officer or military mess, as the case may be, a notice requiring the owner to permit the house to be inspected, measured and surveyed by such person and on such date, not being less than three days from the service of the notice, and at such time as may be specified in the notice.

(2) On the date and at the time so specified the owner shall be bound to afford all reasonable facilities to the person specified in the notice for the purpose of the inspection, measurement and survey of the house and, if he refuses or neglects to do so, such person may, subject to any rules made under this Act, enter on the premises and do all such things as may be reasonably necessary for the said purpose."

Amendment of section 7, Act VI of 1923.

4. In section 7 of the said Act,—

(a) in sub-section (1), the words "with the previous sanction of the Officer Commanding the District," shall be omitted, and

(b) to sub-section (3) the following proviso shall be added, namely :—

"Provided that nothing in this sub-section shall be deemed to affect the right of the Government to avoid the lease in any such event as is specified in clause (a) of section 108 of the Transfer of Property Act, 1882."

1882.

Omission of section 8, Act VI of 1923.

5. Section 8 of the said Act shall be omitted.

Amendment of section 10 Act VI of 1923.

6. In section 10 of the said Act,—

(a) for clause (c) the following clause shall be substituted, namely :—

"(c) is occupied bona fide by the owner as his residence and has been so occupied continuously during the three months immediately preceding the issue of the notice under section 8, or", and

(b) after clause (c) the following clause shall be inserted, namely :—

"(d) has not been occupied by a military officer at any time during the ten years immediately preceding the issue of the notice under section 8, or".

Amendment of section 13, Act VI of 1923.

7. In sub-section (2) of section 13 of the said Act, for the words "a Committee of Arbitration" the words "a Civil Court, in accordance with the provisions of Chapter IV" shall be substituted.

Amendment of section 16, Act VI of 1923.

8. In section 16 of the said Act,—

(a) in sub-section (2), for the word "fifteen" the word "thirty" shall be substituted, and for the words "require that the matter be referred by the Officer Commanding the Station to a Committee of Arbitration" the words "refer the matter to a Civil Court, in accordance with the provisions of Chapter IV" shall be substituted; and

(b) in sub-section (3), for the word "requisition" the word "reference" shall be substituted.

Amendment of section 18, Act VI of 1923.

9. In section 18 of the said Act,—

(a) in sub-section (1), for the word "fifteen" the word "thirty" shall be substituted;

(b) in sub-section (2), for the word "fifteen" the word "thirty" shall be substituted, and for the words "require that the matter be referred by the Officer Commanding the Station to a Committee of Arbitration" the words "refer the matter to a Civil Court, in accordance with the provisions of Chapter IV" shall be substituted; and

(c) after sub-section (2) the following sub-section shall be added, namely :—

"(3) Every reference under sub-section (2) shall be accompanied by an estimate of the repairs, if any, which the owner considers necessary in order to put the house into a state of reasonable repair."

Substitution of new section for section 17, Act VI of 1923.

10. For section 17 of the said Act the following section shall be substituted, namely :—

Power to have repairs executed and remove rent.

"17. If the owner fails to comply with a notice issued under sub-section (1) of section 16, the Military Engineer Services or the Public Works Department may, with the previous sanction of the Officer Commanding the Station and notwithstanding any right of reference conferred by that section, cause the repairs specified in the notice to be executed at the expense of the Government, and the cost thereof, or, where a reference has been made, the amount finally determined by the Civil Courts, may be deducted from the rent payable to the owner."

Substitution of new Chapter for Chapter IV, Act VI of 1923.

11. For Chapter IV of the said Act the following Chapter shall be substituted, namely :—

CHAPTER IV.

PROCEDURE IN REFERENCES.

Jurisdiction in references.

19. All references under this Act shall be made by application to and tried by the Court of the District Judge.

Procedure and powers of the Court.

20. References under this Act shall be deemed to be proceedings within the meaning of section 141 of the Code of Civil Procedure, 1908, and in the trial thereof the Court may exercise any of its powers under that Code. V of 1908

Restriction of scope of inquiry.

21. The scope of the inquiry in a reference under this Act shall be restricted to a consideration of the matters referred to the Court in accordance with the provisions of this Act."

12. For section 29 of the said Act the following section shall be substituted, namely :— Substitution of new section for section 29, Act VI of 1923

"29. (1) An appeal shall lie to the High Court against the decision of the Court of the District Judge upon a reference tried by it. Appeals to Civil Courts.

(2) No appeal under this section shall be admitted unless it is made within thirty days from the date of the decision against which it is preferred.

(3) An appeal preferred under this section shall be deemed to be an appeal from an order within the meaning of section 108 of the Code of Civil Procedure, 1908." V of 1908.

13. For section 30 of the said Act the following section shall be substituted, namely, :— Substitution of new section for section 30, Act VI of 1923.

"30. The owner or any tenant of a house in respect of which a notice has been issued under section 7 may, within a period of twenty one days from the date of the service thereof, appeal to the Officer Commanding the District against the decision of the Officer Commanding the Station to appropriate the house." Appeal to Officer Commanding the District.

14. In section 32 of the said Act,— Amendment of section 32, Act VI of 1923.

(a) the words "or of the General Officer Commanding-in-Chief, the Command, as the case may be" shall be omitted; and

(b) after the proviso the words "and in giving a decision the General Officer Commanding the District shall record briefly the grounds thereof" shall be added.

15. In section 33 of the said Act, for the words "by sub-section (2) of that section" the word "thereon" shall be substituted. Amendment of section 33, Act VI of 1923.

16. After section 34 of the said Act the following section shall be inserted, namely :— Insertion of new section 34A in Act VI of 1923.

"34A. The period prescribed for making any reference or preferring any appeal under this Act shall be computed in accordance with the provisions of the Indian Limitation Act, 1908." Computation of periods of Limitation. IX of 1908.

17. In section 35 of the said Act, clause (a) of sub-section (2) shall be omitted. Amendment of section 35, Act VI of 1923.

STATEMENT OF OBJECTS AND REASONS.

The Cantonments (House-Accommodation) Act, 1923, was intended to sections the powers possessed by the military authorities to appropriate, where the need arose, such houses in cantonments as were originally intended, and were suitable for occupation by military officers or messes, and to safeguard the rights of house-owners, and to secure for them fair rents and equitable conditions of tenancy, when their houses were appropriated.

The working of the Act during the past five years has shown that some of its provisions are obscure, and others are defective with

reference to one or other of the two main intentions stated above. The present Bill aims at removing these obscurities and defects.

Further, as the law stands at present, the question of the rent of, and repairs to, a building appropriated under the Act may be referred on appeal first to a Committee of Arbitration and then to the Civil Court. The Committee of Arbitration is composed of a Chairman (who must be a person neither in the service of Government or the Cantonment Authority, nor having any interest in house property liable to appropriation under the Act), two persons nominated by the Officer Commanding the Station, and two local residents nominated by the owner. Difficulties have been experienced in obtaining a Chairman and non-official members with the requisite qualifications to undertake these thankless and, in many cases, laborious honorary duties, and when a Committee has been appointed, it is frequently unable to reach a decision within a short time. In order to obviate the inconveniences and delays of the present system, it is proposed to abolish the Arbitration Committees and provide for the reference of the abovementioned matters to the Civil Courts direct.

The opportunity has been taken at the same time to introduce certain other improvements of minor importance. Notes on the clauses are attached.

SIMLA,
The 20th August 1929.

G. R. F. TOTTENHAM.

NOTES ON CLAUSES.

Clause 2 (a).—Owing to the proposed abolition of Arbitration Committees, the words "Cantonment Authority" will disappear from the Act and a definition is no longer required.

Clause 2 (b).—The proposed addition to the definition of "Officer Commanding the Station" brings it into line with the definition in section 2 (xx) of the Cantonments Act, 1924. Thus the Officer Commanding the District can in no case be called upon to perform the duties of the Officer Commanding the Station and remains in all cases the administrative appellate authority under the Act.

Clause 2 (c).—The revisional jurisdiction under section 2 (*b*) of the Act is not magisterial in character. It is exercised by the officer in his administrative capacity and it is therefore preferable to call him "the Collector".

Clause 3.—The amendment of section 5 is designed to afford a clearer definition of the circumstances in which the liability under section 5 may be enforced than the somewhat obscure instructions at present contained in section 5. Two main sets of circumstances are contemplated. The liability may be enforced in the first place as a result of an application from an individual officer, but only if he can satisfy the Officer Commanding the Station that he cannot be provided with Government quarters and that after making all reasonable efforts he has been unable to make satisfactory private arrangements. In the second place, a shortage of accommodation in the Cantonment as a whole may render it necessary for the Officer Commanding to take more comprehensive action on his own initiative instead of awaiting applications from individual officers, and new section 5 (2) (*b*) describes the circumstances in which he may do so. The "inspection" notice for which the section provides is intended to

enable the Officer Commanding the Station to judge whether the building is a "house" as defined by the Act—namely, suitable for occupation by a military officer or mess.

Clause 4.—Section 7 (3) (a) of the Act, as it stands at present, makes it incumbent upon Government without any qualification to redeliver a house to an owner, on the expiration of the lease, in a state of reasonable repair as defined in section 2 (1) (i). The ordinary rule, according to the provisions of the Transfer of Property Act, 1882, is that a lessee shall hand back the property in as good condition as it was at the time when he was put in possession, subject only to the changes caused by reasonable wear and tear or irresistible force, and that a lease should, at the option of the lessee, be void if any material part of the property is wholly destroyed, or rendered unfit for the purposes for which it was let, as a result of fire, tempest, flood or violence, provided that the injury was not occasioned by the wrongful act or default of the lessee. The Government have no intention of departing from the principle of section 7 (3) (a), which is already more than usually favourable to the lessor, but they see no reason why they should be excluded from the latter benefit mentioned above, and the Bill accordingly provides for the protection of Government in this respect to the same extent as in the case of an ordinary lessee.

Clause 5.—The omission of section 8 of the Act and of the words "with the previous sanction of the Officer Commanding the District" in the previous section [clause 4 (a)] is due to the fact that the Officer Commanding the District is himself, under section 30, the appellate authority against a decision to appropriate a house. The grounds which would justify such a decision are fully explained for the guidance of the Officer Commanding the Station in section 6 as amended, and it is illogical that the previous sanction of the Officer Commanding the District should be required to a decision on the correctness of which he may himself be called upon to adjudicate in appeal.

Clause 6.—The amendments to section 10 are designed, firstly, to protect the existing *bona fide* owner-occupier from disturbance, but to make it difficult or impossible for owners of houses in future to defeat the first object of the Act (*i.e.*, to secure accommodation for military officers) by going into "bogus occupation" on the eve of contemplated appropriation proceedings; and secondly, to make it clear that Government do not intend to appropriate houses built on private property which were not originally intended to provide accommodation for military officers.

Clauses 7, 8 and 9.—The reference to a Committee of Arbitration on the questions of the purchase value of a house, its rental value, or the amount of repairs required is done away with and the new clauses provide for a direct reference to the civil courts in these matters. The time allowed for the reference on the question of rent and repairs is extended to 30 days and the new sub-section (3) of section 10 gives the owner an opportunity to set forth his case on the question of repairs before the civil court.

Clause 10.—The new section makes it clear that the owner's failure to execute the repairs in time or his reference to the civil court need not cause any delay in the appropriation proceedings and thus prevent the Government from making use of the house for which they are paying rent. The Government is empowered to

execute the repairs in spite of the reference, and the interests of the owner are safeguarded by the express provision that his liability is limited to the amount finally fixed by the courts.

Clause 11.—The chapter dealing with the procedure of Committees of Arbitration becomes superfluous and is replaced by a chapter explaining the procedure to be followed in hearing references to the civil courts made under sections 13, 15 and 16. The new sections are self-explanatory

Clause 12.—The amended section provides for an appeal to the High Court, in place of the appeal to the civil court which previously lay from the decision of the Arbitration Committee

Clause 13.—The amendment is consequential on the alteration of the definition of the Officer Commanding the Station [see clause 2 (5)].

Clause 14.—The first part of the amendment is consequential. The second part requires the Officer Commanding the District to record his reasons when deciding an appeal, which was not previously necessary.

Clause 15.—The amendment is consequential.

Clause 16.—The amendment extends to all references and appeals under the Act the provision in existing section 30 (3), to the effect that the period allowed for making an appeal should be computed in accordance with the provisions of the Indian Limitation Act, 1908.

Clause 17.—The amendment is consequential.

The following Bill was introduced in the Legislative Assembly on the 2nd September 1929 :—

L.A. BILL No. 19 OF 1929.

A Bill further to amend the Calcutta Pilots Act, 1859, and the Indian Ports Act, 1908, in order to vest the control of the Bengal Pilot Service in the Governor General in Council

WHEREAS it is expedient further to amend the Calcutta Pilots Act, 1859, and the Indian Ports Act, 1908, in order to vest the control of the Bengal Pilot Service in the Governor General in Council; It is hereby enacted as follows :— XII of 1859. XV of 1908.

Short title and commencement.

1. (1) This Act may be called the Bengal Pilot Service (Centralisation of Administration) Act, 1929.

(2) It shall come into force on such date as the Governor General in Council may, by notification in the *Gazette of India*, appoint.

Amendment of Act XII of 1859.

2. (1) In sections 2, 3, 4, 17, 18, 19 and 20 of the Calcutta Pilots Act, 1859, for the words "Lieutenant-Governor of Bengal" or the words "said Lieutenant-Governor", as the case may be, wherever they occur, the words "Governor General in Council" shall be substituted. XII of 1859.

(2) In section 9 of the said Act, for the words "Magistrate of Police" the words "Presidency Magistrate" shall be substituted.

(3) In sub-section (1) of section 15 of the said Act, for the words "Local Government" the words "Governor General in Council" shall be substituted.

XV of 1908.

3. To sub-section (*1*) of section 35 of the Indian Ports Act, 1908, the following proviso shall be added, namely :— Amendment of section 35, Act XV of 1908.

"Provided that the rates of fees for pilotage within the Port of Calcutta shall be fixed by the Governor General in Council."

XII of 1859. XV of 1908.

4. Where anything done under the Calcutta Pilots Act, 1859, or the Indian Ports Act, 1908, as in force immediately prior to the commencement of this Act, it shall be deemed, as from the commencement of this Act, to have been done under the said Acts as hereby amended. Saving of things done under Act XII of 1859 and Act XV of 1908.

STATEMENT OF OBJECTS AND REASONS.

The Bengal Pilot Service is at present administered through the agency of the Government of Bengal as provided by section 45 A (1) (*a*) of the Government of India Act and the statutory powers in respect of the Service are vested in the Local Government. The central subject "Shipping and Navigation" is now administered direct by the Government of India, and it is proposed to bring the Bengal Pilot Service (which is a Central Service) also under the direct control of the Government of India. This change cannot, however, be effected until the powers vested in the Local Government under the Calcutta Pilots Act, 1859 (XII of 1859), have been transferred to the Governor General in Council, and the latter has been empowered under section 35 of the Indian Ports Act, 1908 (XV of 1908), to fix the pilotage fees leviable for pilotage in the Port of Calcutta.

2. The object of the present Bill is to amend the Calcutta Pilots Act, 1859 (XII of 1859), and section 35 of the Indian Ports Act, 1908 (XV of 1908), so as to provide for the administration of the Bengal Pilot Service by the Governor General in Council direct, instead of through the agency of the Local Government.

SIMLA,
The 15th August 1929.

G. RAINY.

S. C. GUPTA,
Secretary of the Legislative Assembly.

(Republished by order of His Excellency the Governor in Council)

J. VENKATANARAYANA,
Secy. to Govt., Law (Legislative) Dept.

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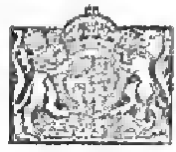

ഫോർട്ട് സെൻറ് ജോർജ് ഗസറ്റ്

III-ാം ഭാഗത്തോടുചേർന്ന സപ്ലിമെൻറ്

SUPPLEMENT TO PART III.—FORT ST. GEORGE GAZETTE.

നമ്പർ 4.] OCTOBER 1, 1929. [Price, Rs. 1-2-0.

മദിരാശി: ചൊവ്വാഴ്ച, സെപ്തംബർ 24, 1929 അശ്വതി 1-ാം തീയതി.

ഇന്ത്യാ ഗവൺമെണ്ട് ബിൽ.

BILL OF THE GOVERNMENT OF INDIA.

കൌൺസിൽ ഓഫ് സ്റ്റേറ്റിലും ലെജിസ്ലേറ്റീവ് അസംബ്ലിയിലും കൊണ്ടുവന്ന ബില്ലുകളും, കൌൺസിലിലും അസംബ്ലിയിലും സമർപ്പിച്ച സിലക്ട് കമിറ്റിറിപ്പോർട്ടുകളും, ഇന്ത്യൻ ലെജിസ്ലേറ്റീവ് ചട്ടങ്ങളിൽ 18-ാം ചട്ടമനുസരിച്ച് പ്രസിദ്ധപ്പെടുത്തിയ ബില്ലുകളും.

സെക്ഷൻ കമിറ്റി റിപ്പോർട്ട്.

ആലോചന സഭയിൽ

ഗവർണർ ജനറൽ അവർകൾക്കു,

ഇന്ത്യൻ ചരക്കു വിപണന ബില്ലിലെ നിബന്ധനകൾ പരിശോധിക്കുന്നതിനു വേണ്ടി ഇന്ത്യാ ഗവൺമെണ്ടു നിശ്ചയിച്ചു കമിറ്റിയിലെ അംഗങ്ങളായ ഞങ്ങൾ നിയമ നിർമാണ ഡിപ്പാർട്ടുമെൻറിലെ 1929 മാർച്ച് 28-ാം തീയതിയത്തെ 47-L/28-C 2, 6 2 എന്ന നമ്പർ (A എന്ന ഉപാംഗം) തീരുമ്പ് നിശ്ചയം അനുസരിച്ച് താഴെ പറയുന്ന റിപ്പോർട്ട് സമർപ്പിച്ചുകൊള്ളുന്നു.

1. കമ്മിറ്റിയുടെ ഘടന താഴെ പറയുന്ന പ്രകാരമായിരുന്നു :—

ചെയർമൻ.

ബഹു മാനപ്പെട്ട സർ ത്രോമ്പ്സൻ ബാൽ മിസ്റ്റൻ, നൈറ്റ്, ബോർഡ് ഓഫ് ട്രേഡ്, ഗവർണ്മെൻറ് ജനറലുടെ ആലോചന സഭയിലെ ലാ മെമ്പർ.

അംഗങ്ങൾ.

(1) മിസ്റ്റർ ഡി. എഫ്. മുല്ലാ, സി.ഐ.ഇ., എം.എ., എൽ.എൽ.ബി., ഓഫീഷിയേറ്റിങ്ങ അഡൈ്വക്കേറ്റ് ജനറൽ, ബോമ്പായി.

(2) മിസ്റ്റർ എം. ആർ. ജയകർ, എം.എ., എൽ.എൽ.ബി., ബാർ ഏറ്റ്-ലാ, എം.എൽ.എ.

(3) മിസ്റ്റർ അല്ലാഡി കൃഷ്ണസ്വാമിഅയ്യർ, അഡൈ്വക്കേറ്റ് ജനറൽ, മദിരാശി.

ഇന്ത്യാ ഗവർണ്മെൻറിലെ നിയമ നിർമ്മാണ ഡിപ്പാർട്ടുമെൻറിലെ ജോയിൻറ് സെക്രട്ടറിയും ട്രാഫ്റ്റ്സ്മാനുമായ മിസ്റ്റർ ഡബ്ലൂ. ടി. എം. മൈറ്റ്, സി.ഐ.ഇ., ഐ.സി.എസ്സ്., കമ്മിറ്റി യോഗങ്ങളിൽ ഹാജരാകുകയും, ബോമ്പായി ഗവർമെൻറ് ലീഗൽ ഡിപ്പാർട്ടുമെൻറിലെ അസിസ്റ്റൻറ് സെക്രട്ടറിയായ മിസ്റ്റർ ടെ. ആർ. യൂസഫ്, എൽ.എൽ.ബി., കമ്മിറ്റിയിലെ സെക്രട്ടറിയായി പ്രവൃത്തി നടത്തുകയും ചെയ്തു.

2. കമ്മിറ്റി 1929 ഏപ്രിൽ 29-ാം തീയതി സിംലായിൽ വെച്ചു ആദ്യമായി കൂടുകയും 1929 മേയി 9-ാം തീയതിവരെ ദിവസേന ആലോചനകൾ തുടർന്നു നടത്തുകയും ചെയ്തു. ചരക്കു വില്പനയെ സംബന്ധിച്ച നിയമം ഭേദപ്പെടുത്തുകയും വിപുലീകരിക്കയും ചെയ്യുന്നതിനുള്ള ഒരു ബില്ലും അതിൽ നിർദ്ദേശിച്ച ഭേദഗതികളുടെ കാരണങ്ങൾ കാണിക്കുന്ന കുറിപ്പുകളും ഇന്ത്യാ ഗവർണ്മെൻറിലെ നിയമ നിർമ്മാണ ഡിപ്പാർട്ടുമെൻറിൽ തയ്യാറാക്കിയിരുന്നതു ഞങ്ങളുടെ മുമ്പാകെ വെക്കുകയും ഞങ്ങളുടെ വാക്കുപ്രതി വാദങ്ങൾക്കു അടിസ്ഥാനമായിത്തീരുകയും ചെയ്തു.

3. ചരക്കോ ഇടപാടുകളോ വില്ക്കുന്നതിനെ സംബന്ധിച്ചുള്ള നിയമം 1872 ലെ ഇന്ത്യൻ കരാർ ശാസ്ത്ര ആക്ടിലെ 7-ാം അദ്ധ്യായത്തിൽ അടങ്ങീട്ടുണ്ട്. ഒരു ആൾക്ക് പാസ്സാക്കുന്നതിനു മുമ്പെ നേ വിഷയം സംബന്ധിച്ചുള്ള നിയമത്തിനു ബ്രിട്ടീഷ്

ഇന്ത്യയിൽ ഒട്ടുക്കും ഏകരീതിയുണ്ടായിരുന്നില്ലെന്നു മാത്രമല്ല, ഹൈ കോടതികളുടെ അപ്പീലധികാരപരിധിക്കകത്തു പുറത്തു അതിന്റെ പ്രയോഗം തീരെ അനിശ്ചിതപൂർണ്ണമായിരുന്നു. സംസ്ഥാന ചട്ടങ്ങളുടെ അനുസരിക്കപ്പെടുന്നതിൽ സ്റ്റാച്ചട്ട് ഓഫ് ഫ്രോഡ്സ് എന്ന വഞ്ചനകളെപ്പറ്റിയുള്ള നിയമത്തിലെ ചട്ടങ്ങളുൾപ്പെടെ ഇംഗ്ലീഷ് നിയമ ചട്ടങ്ങൾ സംബന്ധിപ്പിച്ചിരുന്നു. എന്നാൽ ഉപനാടുകളിൽ സ്റ്റാച്ചൂട്ട് ഓഫ് ഫ്രോഡ്സ് എന്ന നിയമം സംബന്ധിപ്പിക്കാമോ എന്നകാര്യം സംശയമായിരുന്നു. എന്നുമാത്രമല്ല, ഇന്ത്യൻ ലാ കമ്മീഷനർമാർ അവരുടെ രണ്ടാമത്തെ റിപ്പോർട്ടിൽ പ്രസ്താവിച്ച കണക്കെന്നപോലെ, തന്നെ തീർപ്പു "നീതിയും ന്യായവും ധർമ്മബോധവും" അനുസരിച്ചുള്ളതാകണമെന്നു തനിക്കു ബോദ്ധ്യപ്പെട്ടിരിക്കണമെന്ന പ്രമാണത്തിന്നു പുറമെ ജഡ്ജിക്കു വഴികാട്ടിയായി വ്യക്തമായ നിയമമൊന്നുണ്ടായിരുന്നില്ല. അതുപ്രകാരമായ ഒരു കാഴ്ച്ചസ്ഥിതിക്കു തെ നിവൃത്തിയുണ്ടാക്കുന്നതിന്നു വേണ്ടി 1866 ക്രൂലായി 28-ാം തീയതിയത്തെ തങ്ങളുടെ രണ്ടാമത്തെ റിപ്പോർട്ടിൽ ഇന്ത്യൻ ലാ കമ്മീഷനർമാർ കരാറുകളെപ്പറ്റിയ സാധാരണ നിയമം സംബന്ധിച്ചു നടത്തിയ ചട്ടങ്ങളുണ്ടാക്കുകയും ഇപ്പോഴുള്ള മുതൽ വില്പനയെപ്പറ്റിയുള്ള നിബന്ധനകൾ ഭേദഗതിപ്പെടുത്തുകയും ചെയ്തു. ലാ കമ്മീഷനർമാരുടെ കൂടെയിൽ അപ്പോഴത്തെ ലാ മെമ്പർമാരായിരുന്ന സർ ഫെർണി ഫെയിനും സർ ജെയിംസ് സ്റ്റീഫനും, ഇന്ത്യൻ നിയമ നിർമ്മാണ സഭയിലെ സിലക്ട് കമ്മിറ്റിക്കാരും ഒട്ടുവളരെ ഭേദഗതികൾ ചെയ്തു. എന്നാൽ ഇന്ത്യൻ കരാർ ശാസ്ത്രത്തിൽ സംബന്ധിച്ചുള്ള സിലക്ട് കമ്മിറ്റിയുടെ റിപ്പോർട്ട് ഹാജരാക്കപ്പോൾ സർ ജെയിംസ് സ്റ്റീഫൻതന്നെ പ്രസ്താവിച്ചതുപോലെ, ഫ്രോഡ്സ് മാക്കറിനെ സംബന്ധിച്ചുള്ള ചട്ടത്തിന്റെ സംഗതിയിലൊഴികെ ചരക്കു വില്പനയെപ്പറ്റിയുള്ള അദ്ധ്യായം അക്കാലത്തു ആ വിഷയം സംബന്ധിച്ചു നിലവിലുണ്ടായിരുന്ന ഇംഗ്ലീഷ് നിയമത്തോടു സാമ്മാന്യമായി സാമ്യമുള്ളതായിരുന്നു.

4. ചരക്കു വില്പനയെ സംബന്ധിച്ചുള്ള ഇംഗ്ലീഷ് നിയമ ചട്ടങ്ങൾ പ്രധാനമായി കോടതി തീർപ്പുകളിൽ ഉണ്ടായവയാണു്, സാധാരണ കരാർ നിയമത്തോടു കൂടി ചേർത്തു തല്പരകക്ഷികളുടെ പ്രവൃത്തി ഫലമായി അവയുണ്ടായിത്തീർന്നവയും കാലാവസ്ഥകൾക്കനുരൂപങ്ങളായ കക്ഷികൾ തമ്മിലുള്ള ഇടപാടുകൾക്കും അനുയോജ്യമാകിയവയു

മായ്ക്കണം. എന്നാൽ രണ്ടോ മൂന്നോ പാർലമെന്റിന്റെ ഭരണകാലത്തു പാസ്സാക്കിയ സ്റ്റാച്ചൂട്ട് ലാഫ് ഫോസ്സ് എന്ന നിയമത്തിലെ നിബന്ധനകൾ അവയെ കാണുമായി ബാധിക്കുകയും ദോഷപ്പെടുത്തുകയും ചെയ്യും. സ്റ്റാച്ചൂട്ട് ലാഫ് ഫോസ്സ് എന്ന നിയമത്തിലെ നിബന്ധനകൾ സംസ്ഥാന ചട്ടങ്ങളിൽ അനുസരിച്ച നടക്കണമെങ്കിലും അവ രണ്ടു രാജ്യത്തിലെ സ്ഥിതിഗതികൾക്കു പറ്റുന്നവയല്ലെന്നും," ആ നിയമത്തിലെ കാര്യവിധിയുടെ അപ്പീൽക്കുകളും അതിലെ ഏതൊരു ഭാഗത്തുണ്ടായിരിക്കുന്ന കുഴപ്പവും നല്ലവണ്ണമായും ഒരു പ്രധാന വിഷയം സംബന്ധിച്ചുള്ള വല്ല നിയമത്തിലും എല്ലാ നിലക്കുണ്ടായിരിക്കുന്നതു" എന്നും ഇന്ത്യൻ ലാ കമ്മീഷനർമാരും ഇന്ത്യൻ കോർ ശാസ്ത്രങ്ങൾ എഴുതിത്തയ്യാറാക്കുന്നതിനു അവസാനത്തിൽ ഉത്തരവാകുക ഉണ്ടായതു തൽക്ഷണം മനസ്സിലാക്കി.

5. 1870ൽ നിയമത്തിന്റെ പല ശാഖകളെയും ബ്രിട്ടീഷ് ഇന്ത്യയിൽ അപ്പെടുത്തുന്നതായിരുന്നു. സർ ജെയിംസ് സ്റ്റീഫൻ പറഞ്ഞ പ്രകാരം അതിന്റെ പ്രധാന ഉദ്ദേശം "പുറമെ ഇംഗ്ലീഷ് നിയമ ഗ്രന്ഥശാലകളിൽനിന്നുള്ള സഹായം കൂടാതെതന്നെ ഇംഗ്ലീഷുകാരും നാട്ടുകാരുമായ സർക്കാർ ഉദ്യോഗസ്ഥന്മാർക്ക് എളുപ്പത്തിൽ മനസ്സിലാക്കത്തക്കവണ്ണം വ്യക്തമായി പ്രസ്താവിച്ചിരിക്കുന്ന ഒരു കൂട്ടം നിയമം രാജ്യത്തിലെ ഗവണ്മെന്റിന്നു ഏർപ്പെടുത്തിക്കൊടുക്കുവാൻ" ആയിരുന്നു. നിയമ പരിശീലനം തീരെ കൂടാതെയും, വക്കീലന്മാരുടെ സഹായം കേവലം മുൻകൂട്ടിയൊ തീരെ ഇല്ലാതെയും ഇരിക്കുന്ന നിലയിലും, വല്ല നിയമ ഗ്രന്ഥശാലയിൽനിന്നും വളരെ ദൂരെയും പ്രവൃത്തിയെടുക്കുന്ന മജിസ്ട്രേട്ടിനൊ മറ്റു കാണിച്ചുകൊടുക്കുന്നതിനുള്ള ഒരേർപ്പാടാണു" അത്യാവശ്യമായിരുന്നതു.

6. ഇന്ത്യൻ കോർ ശാസ്ത്ര ആക്ടിൽ ചേർന്നിരിക്കുന്ന ലളിതമായ പ്രാഥമിക ചട്ടങ്ങൾക്കു എത്രതന്നെ ഗുണങ്ങളുണ്ടായിരുന്നാലും, 1872 ലെ ആവശ്യങ്ങൾ നടത്തുന്നതിനു അവ എത്രതന്നെ മതിയായവയും പറ്റിയവയുമായിരുന്നാലും, കാലപ്രഭാവത്താൽ അവയിൽ ന്യൂനതകളുണ്ടെന്നുള്ള കാരണങ്ങളും ഇപ്പോഴത്തെ വ്യാപാര ബന്ധങ്ങളുടെ അഭിവൃദ്ധിക്കനുസരിച്ച അതിനെ കാലോചിതമാക്കുന്നതിനു ആവശ്യമായ ന്യൂനതകൾ തീർക്കുന്നതു ആവശ്യമായിവരികയും ചെയ്തിരിക്കുന്നു. ചരക്കു വിലനയെ സംബന്ധിച്ചുള്ള നിയമം പ്രധാനമായും വ്യാപാര ഇടപാടുകളെ സംബന്ധിക്കുന്നതാണു" ഒരു രാജ്യ

ത്തിലെ കച്ചവടവും വ്യാപാരവും സംബന്ധിച്ചുള്ള സ്ഥിതിഗതികൾ കഴിഞ്ഞ അരശതാബ്ദത്തിൽ സാരമായ മാറ്റങ്ങളുണ്ടായിട്ടുണ്ടെന്നതിനു സംശയമില്ല. വ്യാപാര സമ്പ്രദായങ്ങൾ വളരെ മാറിപ്പോയിട്ടുണ്ട്. രാജ്യത്തിൽ പുതിയ ബന്ധങ്ങളുണ്ടായിത്തീർന്നിരിക്കുന്നു. ഒരു ബന്ധത്തിന്റെ കാര്യത്തിൽ പ്രവർത്തിക്കുമ്പോൾ പുതിയ പ്രശ്നങ്ങൾ സൃഷ്ടിക്കുന്നതു ഒരുപക്ഷേയായിത്തീർന്നിരിക്കുന്നു. അവയെ കൊല്ലം മുമ്പെ പാസാക്കിയ ഒരു നിയമം ഒരു ബന്ധത്തിന്റെ കാര്യത്തിൽ വേണ്ടതു പ്രവർത്തിക്കുന്നതിനോ പുതിയപ്രശ്നങ്ങൾ സൃഷ്ടിക്കുന്നതിനോ കോടതികൾക്കു കഴിവു നല്കുന്നതിനു തീരെ മതിയായിട്ടുള്ളതല്ലെന്നു ഇന്ത്യയിലെ കോടതികൾ കണ്ടിരിക്കുന്നു. തൽഫലമായി പല സന്ദർഭങ്ങളിലും ഇന്ത്യൻ കരാർ ശാസ്ത്ര ആക്ടിലെ 7 - ാം അദ്ധ്യായം സംപൂർണ്ണമല്ലെന്നു കോടതികൾ പ്രസ്താവിക്കുകയും ഇംഗ്ലീഷു കോടതികളിലെ തീർപ്പുകളിൽനിന്നു സാമ്യങ്ങൾ ഉദ്ധരിക്കുകയും ചെയ്യുവാൻ ഇടയായിട്ടുണ്ട്.

7. ഇന്ത്യൻ കരാർ ശാസ്ത്ര ആക്ടിലെ 7 - ാം അദ്ധ്യായത്തിനു അടിസ്ഥാനമായതെന്നു സമ്മതിച്ചിരിക്കുന്നതും ചരക്കു വില്പനയെ സംബന്ധിച്ചുള്ളതുമായ ഇംഗ്ലീഷ് നിയമത്തിൽ വച്ചു 1872 നു മുമ്പു ഒട്ടു ഭാഗം സാരമായ മാറ്റങ്ങൾ ഉണ്ടായിട്ടുണ്ട്. ഒടുവിൽ 1893 ൽ ഇപ്പോഴത്തെ ചരക്കു വില്പന ആക്ടു (56 - ം, 57 - ം വി., 17 അദ്ധ്യായം) എന്ന പേരിൽ നിയമമായി അതിനെ രേഖപ്പെടുത്തി. ഇന്ത്യൻ ആക്ടിലെ 7 - ാം അദ്ധ്യായത്തിനു അടിസ്ഥാനമായിരുന്ന പഴയ നടപ്പു നിയമ ചട്ടങ്ങളിൽ പലതിനെയും ഈ ആക്ടിൽ തള്ളിക്കളഞ്ഞു. അവയുടെ പകരം നവീനസ്ഥിതിഗതികൾക്കു അധികം പറ്റുന്നവയും യഥാർത്ഥ പ്രയോഗത്തിൽ അധികം സൌകര്യപ്രദവും ആയ നിബന്ധനകളും ചേർത്തിരിക്കുന്നു.

8. ഞങ്ങളുടെ ആലോചനക്കു അയച്ചുതന്നിരിക്കുന്ന ബില്ലിൽ, ചരക്കു വില്പനയെ പ്രത്യേകമായി സംബന്ധിക്കുന്ന നിയമം ഒന്നു പ്രത്യേക നിയമമായി രേഖപ്പെടുത്തിയിരിക്കുന്നു. പക്ഷേ ഇന്ത്യൻ കരാർ ശാസ്ത്ര ആക്ടിൽ അടങ്ങിയിരിക്കുന്ന ഒട്ടു വളരെ സാധാരണ തത്ത്വങ്ങൾ അതിനു മേലിലും സംബന്ധിക്കുന്നതായിത്തന്നെയിരിക്കും. സർ ജെയിംസ് സ്റ്റീഫൻ ഇന്ത്യൻ കരാർ ശാസ്ത്ര ബിൽ ഡ്രാഫ്ടാക്കിയപ്പോൾ അതു ഏതു നിയമ ശാഖയെ സംബന്ധിച്ചിരുന്നുവോ അതിന്റെ കാര്യത്തിൽ അതു സംപൂർണ്ണമായ നിയമമല്ലെന്നും അതുകൊണ്ടായെന്നു നടിക്കുവാൻ തരമില്ലെന്നും അഭിപ്രായപ്പെട്ടു

തിച്ചിരുന്നു. പ്രകൃത ബില്ലിൽ യാതൊന്നുതന്നെ പറയാത്തതായി കരാർ നിയമം സംബന്ധിക്കുന്ന പലേ ശാഖകളെയും പറ്റി പൂർത്തീകരണ ആവശ്യങ്ങൾ കൂട്ടിച്ചേർക്കുന്നതിനു മേലാൽ എടുപ്പമായിരിക്കുമെന്നു ഒരു ആരോപക്ഷ അഭിപ്രായം പ്രസ്താവിക്കയുണ്ടായി. എന്നാൽ അതു ഇതുവരെ സഫലമായിത്തീർന്നിട്ടില്ല. കരാർ നിയമം സംബന്ധിക്കുന്ന പലേ ശാഖകൾക്കും പ്രത്യേകം നിയമങ്ങളുണ്ടായിരിക്കുന്നതു അധികം സൌകര്യപ്രദമായിരിക്കുമെന്നു പിന്നീടു കണ്ടു. ഉദാഹരണം: മതൽ മൈനർ ആക്ട്, മൈനർ പത്തു ആക്ട്, കച്ചവടക്കപ്പൽ ആക്ട്. ഇപ്പോഴത്തെ സ്ഥിതിഗതികളുടെ വിഭിന്നത്വം ഹേതുവായി കരാർ സംബന്ധിക്കുന്ന പലേ നിയമശാഖകളെയും വ്യക്തമുള്ള പ്രത്യേക നിയമങ്ങളായി രൂപീകരിച്ചു ഒരു പരിഷ്കൃത ശ്രമമായിരുന്നെങ്കിലെന്നു ഇപ്പോൾ കാലമായിരിക്കുന്നുവെന്നാണു ഞങ്ങളുടെ അഭിപ്രായം; ഞങ്ങളുടെ റിപ്പോർട്ടിനോടു ചേർന്നിരിക്കുന്ന ബിൽ, അടുത്ത കാലത്തുതന്നെ നിയമമായി പാസ്സാക്കുമെന്നും ഞങ്ങൾ മേലെ സൂചിപ്പിച്ചിരിക്കുന്ന പ്രവൃത്തി പൂർത്തീകരിക്കുന്നതിനു ആവശ്യമായ പുതിയ നിയമങ്ങളിൽ അതു ആദ്യത്തേതായിരിക്കുമെന്നും ഞങ്ങൾ ആശിക്കുന്നു.

9. ഞങ്ങളുടെ അഭിപ്രായത്തിനു അടിസ്ഥാനമായ ബിൽ 1893 ലെ ഇല്ലീഗ്ഗ് ചൂതാട്ട വില്പന ആക്ടിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു. ആ ആക്ടിനു ഇപ്പോൾ ഏകദേശം മുപ്പത്തു കൊല്ലത്തെ യഥാർത്ഥപ്രയോഗ പരീക്ഷണം ഉണ്ടായിട്ടുണ്ടു. ചാപ്പിംഗ് എന്ന കെയ്സിൽ (1918) എ.സി. 157; 160-ാം, 161-ാം താളങ്ങളിൽ പാക്കർ പ്രഭു പറഞ്ഞപ്രകാരം "ആ കുപ്രവർത്തി നിയമത്തിലെ ഒരു ശാഖയുടെ വിജയകരവും ശരിയായതുമായ രൂപീകരണമാണു," എന്നു കണ്ടിരിക്കുന്നു. ഞങ്ങളുടെ റിപ്പോർട്ടിലെ B എന്ന ഉപാഗത്തിൽ കാണിച്ചിരിക്കുംപോലെ, നിബന്ധനകൾ തദ്ദേശ ആവശ്യകതകൾക്കു പറ്റുന്നവയാക്കിത്തീർക്കുന്നതിനു വേണ്ടി ആവശ്യമായിക്കണ്ട ചില്ലറ ഭേദഗതികൾമാത്രം ചെയ്തു മിക്ക പൂർവ്വ കോളനികളും പുറമെയുള്ള ഡൊമിനിയൻ രാജ്യങ്ങളും അതു സ്വീകരിച്ചിട്ടുണ്ടു. അമേരിക്കയിലെ ഐക്യ രാജ്യത്തിൽ 1906 ൽ പാസ്സാക്കിയതും തരംപോലെ 53 ൽ 29 രാജ്യവിഭാഗങ്ങളിലും അധിനപ്രദേശങ്ങളിലും സ്വീകരിച്ചിരിക്കുന്നതും ആയ "യൂനിഫാം സെയിൽസ് ആക്ട്" എന്ന ഏകരീതി വില്പന ആക്ട് മിക്കവാറും ഇല്ലീഗ്ഗ്

ആർട്ടിനെ അടിസ്ഥാനപ്പെടുത്തിയുണ്ടാക്കിട്ടുള്ളതാണെന്ന കാര്യവും വിശേഷാധിയായി പ്രസ്താവിക്കേണ്ടതാണ്. അതിലെ നിബന്ധനകൾ സംപൂർണ്ണവും സകല തികിലോകം പറയുന്നതും ആണെന്ന കാണിക്കുന്നതിനു ഒരു സംഗതികം പ്രത്യക്ഷമായ തെളിവാണ്.

10. കച്ചവട ഇടപാടുകളുടെ കാര്യത്തിൽ നിയമങ്ങൾ സംബന്ധിച്ച പരസ്പരവിരുദ്ധം കൂടിയുണ്ടായാതെ കഴിക്കേണ്ടതാണ്. പല രാജ്യങ്ങളിലും, പ്രത്യേകിച്ച് ഈരണ്ടും വ്യാപാര എപ്പാടുകളും കച്ചവട എപ്പാടുകളും ഉള്ള രാജ്യങ്ങളിൽ, നിയമം ഏകരീതിയിലായിരിക്കുന്നതു വളരെ സൌകര്യപ്രദവും ആശാസ്യവുമാണ്. അതിനാൽ ഇക്കീഷ് ചരക്ക വിൽപ്പന ആർട്ടിലെ നിബന്ധനകളെ ഇന്ത്യയിലെ സ്ഥിതിഗതികൾക്ക പറ്റുന്നേടത്തോളം സ്വീകരിച്ച് ഈ ബില്ലിനെ അടിസ്ഥാനമാക്കി അതുപോലെ ചരക്ക വിൽപനയെ സംബന്ധിച്ചുള്ള ഇന്ത്യൻ നിയമത്തെ ബ്രിട്ടീഷ് സാമ്രാജ്യത്തിലെ മറ്റു ഭാഗങ്ങളിൽ നടപ്പിലുള്ള നിയമത്തോട് കഴിയുന്നേടത്തോളം ഏകരീതിയിലാക്കുവാനുള്ള നിർദ്ദേശം ഞങ്ങൾക്ക സമ്മതമാണ്.

11. ഇക്കീഷ് ആർട്ടിലെ നിബന്ധനകൾ ഇന്ത്യൻ കരാറുശാസ്ത്ര ആർട്ട് 7-ാം അദ്ധ്യായത്തിലെ നിബന്ധനകളേക്കാൾ അധികം വിവരമായവയും വ്യാപ്തിയുടയവയും ആണ്. ഇക്കീഷ് ആർട്ടിൽ ഓരോന്നും അധികം യുക്തമായസമയത്തും ക്രമമനുഗതമായും ശരിപ്പെടുത്തി വച്ചിട്ടുണ്ട്, മറ്റൊരു ഞങ്ങൾ പറഞ്ഞതുപോലെ ഈ ആർട്ടിൽ ഇക്കീഷ് നടപ്പുനിയമത്തിലെ ചട്ടങ്ങൾ പുനരുദ്ധരണം ചെയ്യുകയുമുണ്ടായിട്ടുണ്ട്. അതുകൂടാതെ, ഇപ്പോഴത്തെ ബില്ലിനെ അടിസ്ഥാനമായി ഇക്കീഷ് ആർട്ട് സ്വീകരിച്ചിരിക്കുന്നതുകൊണ്ട് ഇക്കീഷ് കോടതികളിലെ തീർപ്പുകൾ നോക്കി അതിലെ നിബന്ധനകൾ വ്യാഖ്യാനിക്കുവാനും ഇന്ത്യൻ കോടതികൾക്ക സാദ്ധ്യമായിത്തീരും.

12. ഇക്കീഷ് ആർട്ടിലെ നിബന്ധനകൾ സ്വീകരിക്കുന്നതിൽ ഓരോ രാജ്യത്തെ ആവശ്യങ്ങളെയും സ്ഥിതിഗതികളെയും പറ്റി ഞങ്ങൾ ഓർക്കാതിരുന്നിട്ടില്ല. ഇക്കാര്യത്തിൽ നടപ്പിലുള്ള ഒരു ചട്ടം, ഉദാഹരണം, ചരസ്സുമാർക്കറിനെ സംബന്ധിച്ചുള്ള ചട്ടം, ഇന്ത്യയിലെ സ്ഥിതികൾക്ക പറ്റുന്നതല്ലെന്നു കണ്ടേടത്തൊക്കെയും അതു ഞങ്ങൾ

രുളിക്കൊണ്ടിട്ടുണ്ട്. അതുകൂടാതെ, 1823 ഓഗസ്റ്റുമുതൽ ഇല്ലീഷ് കോടതികളിലെ തീർപ്പുകൾ സ്വീകരിച്ചുകൊണ്ട് ഇല്ലീഷ് ആക്ടിലെ നിബന്ധനകൾ ഞങ്ങൾ പരിശോധിക്കുകയും ആ നിബന്ധനകൾ സ്വന്തമായുള്ള വയെയ്ക്കോ സംയോജിപ്പിക്കാമെന്നോ ഉള്ള തീർപ്പുകൾപ്രകാരം കണ്ടെടുത്തുകളിൽ അവയെ നടപ്പാക്കുവാൻ ഞങ്ങൾ ശ്രമിക്കുകയും ചെയ്തിട്ടുണ്ട്. ഇന്ത്യയിലുള്ള പ്രത്യേക സ്ഥിതികൾക്കു ആവശ്യമാണെന്നു ഞങ്ങൾ കരുതുന്ന ഇന്ത്യൻ കരാറുകൾ ആക്ടിലെ പലതും നിബന്ധനകളും ഞങ്ങൾ മാറാതെ വെച്ചിട്ടുണ്ട്. മേല്പറഞ്ഞ നിലയിൽ ഞങ്ങൾ പുനഃശോധനചെയ്ത ബിൽ ഞങ്ങളുടെ റിപ്പോർട്ടിലെ C എന്ന ഉപാംഗമായി ചേർത്തിരിക്കുന്നു.

13. ബില്ലിലെ പല വകുപ്പുകളെയും സംബന്ധിച്ചുള്ള വിവരമായ ഒരു വ്യാഖ്യാനം D എന്ന ഉപാംഗത്തിലെ ഞങ്ങളുടെ കുറിപ്പുകളിൽ കൊടുത്തിട്ടുണ്ട്. എന്നാൽ താഴെ പറയുന്ന ചില പ്രധാന സംഗതികളിൽ ശ്രദ്ധ പതിപ്പിക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു :—

(a) ചരക്കു വില്പനകളുടെ ഒരു കരാറുള്ളിലും സാമാന്യങ്ങളിലുള്ള ഉടമയവകാശം വിക്രയിയിൽനിന്നു ക്രേതാവിനു ചെന്നുചേരുന്നതെപ്പോൾ ഇല്ലയോ എന്ന കാര്യം എല്ലാ സംഗതികളിലും കരാറിലെ കക്ഷികളുടെ ഉദ്ദേശം അനുസരിച്ച് നിർണ്ണയിക്കേണ്ടതാണെന്നു നമ്മുടെ ബില്ലിൽ അടങ്ങിയിട്ടുണ്ട്. ഇക്കാര്യത്തിൽ ഇന്ത്യൻ കരാറു ശാസ്ത്രം ആക്ട് 7 - ാം അദ്ധ്യായത്തിലെ നിബന്ധനകൾ അവ്യക്തവും പരസ്പരവിരുദ്ധവുമാണ്. ഉദ്ദേശം നിർണ്ണയിക്കുന്നതിനുള്ള ചട്ടങ്ങൾ ബില്ലിൽ ക്രോഡീകരിച്ചിട്ടുണ്ട്. എന്നാൽ ആ ചട്ടങ്ങളുടെ പ്രയോഗം, ഉദ്ദേശത്തെ വിവരിക്കുന്ന കരാറിലെ വല്ല നിശ്ചയങ്ങൾകൊണ്ടോ കക്ഷികളുടെ നടപടി മുതലായതുകൊണ്ടോ ഉദ്ദേശം ഇന്നതാണെന്നു തീർച്ചപ്പെടുത്തുവാൻ സാദ്ധ്യമാകുന്ന ചുറ്റുപാടുകളുടെ അവസ്ഥകളാൽ മാറിപ്പോകുന്നതുമാകുന്നു. ഈ തത്വം സ്വീകരിച്ചതിൽ, കച്ചവടക്കാര്യങ്ങളിൽ ഒരു ചട്ടം ഉണ്ടാക്കുന്നതിനു നിശ്ചയത്തിനു തടസ്സമായിരിക്കുന്നതിനേക്കാൾ സാധാരണമായി എപ്പോഴും പ്രാധാന്യം കല്പിക്കേണ്ടതാണെന്നു സംഗതി ഞങ്ങൾ ഗണ്യമാക്കിയിട്ടുണ്ട്. നിയമപ്രകാരം തങ്ങൾക്കുള്ള നില ഇന്നതാണെന്നു കക്ഷികൾ മുൻകൂട്ടി അറിയുന്നപക്ഷം വ്യക്തമായ നിശ്ചയങ്ങളിലും തങ്ങൾക്കുള്ള പ്രത്യേക ആവശ്യങ്ങൾ കരുതിവച്ചു എഴുതുവാൻ അവർക്കു സാധിക്കും. - വില്പന ചില

ന്തന്നെ പരസ്പരാനുമതിയുള്ള ഒരു കരാറാണ്", അതിനാൽ കക്ഷികൾക്ക് ഇഷ്ടമുള്ള വല്ല നിബന്ധനയും ചെയ്യുന്നതിനും കക്ഷികളെ ബിൽ വിലക്കുന്നില്ല. കക്ഷികൾ യാതൊരു ഉദ്ദേശവും രൂപീകരിക്കാതിരിക്കുകയോ അതു പ്രകടമായി പ്രസ്താവിക്കുവാൻ അവർ വീഴ്ചചെയ്തിരിക്കുകയോ ചെയ്യുന്ന സംഗതികളിൽ സ്പഷ്ടമായ ചട്ടം എപ്പെട്ടെടുക്കയെന്നതാണ് ബില്ലിന്റെ ഉദ്ദേശം.

(ii) ഇന്ത്യൻ കരാറു ശാസ്ത്രം അദ്ധ്യായത്തിൽ പ്രകടമാകാതിരുന്നതും ഒരു വില്പനയും വില്ക്കുവാനുള്ള ഒരു ഉടമ്പടിയും തമ്മിലുള്ളതുമായ വ്യത്യാസം ഇപ്പോഴാണെന്നു സ്പഷ്ടമായി പറഞ്ഞിട്ടുണ്ട്", കരാറിലെ കക്ഷികൾക്കുള്ള ബാദ്ധ്യതകളും അവകാശങ്ങളും നിർണ്ണയിക്കുന്നതിനു ഇതു വളരെ ആവശ്യമാണ്",

(iii) വില്പനക്കുള്ള കരാറു്, വാങ്ങിക്കൊടുക്കുകയും അതു സ്ഥിരീകരിക്കുകയും ചെയ്യുന്നതുകൊണ്ടുമാത്രം ഉണ്ടാകാവുന്നതാണെന്നു പ്രകടമാക്കിയിരിക്കുന്നു. ഒരു ആവശ്യത്തിനു പണം കൊടുക്കുകയോ സാമാനം എല്പിച്ചുകൊടുക്കുകയോ ചെയ്യണമെന്നില്ല.

(iv) 1893 നു മുമ്പ് ഉറപ്പുകളെയും നിബന്ധനകളെയും സംബന്ധിച്ചു് ഇംഗ്ലണ്ടിലെ നിയമം വളരെ കഴപ്പുള്ളതു ഒരു നിലയിലായിരുന്നു, ഇന്ത്യൻ കരാറു ശാസ്ത്രം അതിൽ "ഉറപ്പു പറയൽ" എന്നു പദം വളരെ അവ്യക്തമായ അർത്ഥത്തിൽ ഉപയോഗിച്ചിട്ടുണ്ടു്. ചില നിബന്ധനകളിൽ, അതിനു, അതിന്റെ ലംഘനംമൂലം സംഭവിച്ച കക്ഷിക്കു കരാറു നിരാകരിക്കുവാൻ സാദ്ധ്യമാകുന്നു ഒരു നിബന്ധനയും എന്നർത്ഥമാകുന്നു. മറ്റു ചില നിബന്ധനകളിൽ നഷ്ടം തേച്ചു ചെയ്യാൻമാത്രം അതുമൂലം കക്ഷിക്കു സാദ്ധ്യമാകുന്നു. ബില്ലിൽ ഒരു സംശയവും തീർത്തിട്ടുണ്ടു്.

(v) പ്രത്യക്ഷത്തിൽ ഉടമസ്ഥനാണെന്നു തോന്നുന്ന ആളുകൾ സാമാനങ്ങൾ വില്ക്കുന്നതിനെ സംബന്ധിച്ചുള്ള ഇന്ത്യൻ കരാറു ശാസ്ത്രം അതിലെ 108-ാം വകുപ്പിന്റെ അർത്ഥത്തെപ്പറ്റി ഇന്ത്യൻ കോടതികളിലെ തീർപ്പു നിബന്ധനകൾ വളരെ പരസ്പരവിരുദ്ധമായവയാണു്. ഇതിനുള്ള കാരണം ഏതാണ്ടു് ആ വകുപ്പിലെ വാചകരീതിയുടെ അവ്യക്തത തന്നെയാണു്", ഒരു വിഷയം സംബന്ധിച്ചുള്ള നിയമം ലളിതമാക്കുന്നതിനുവേണ്ടി ബില്ലിലെ 27 മുതൽ 30 വരെയുള്ള ഖണ്ഡങ്ങളിൽ ഈ അവ്യക്തത തീർക്കുവാൻ ഞങ്ങൾ ശ്രമിച്ചിട്ടുണ്ടു്.

(f) കടത്തുകൂലി സാമാനങ്ങൾ എടുപ്പിച്ചുകൊടുക്കുന്നതിനെയും കടത്തു മറ്റൊരു തടയുന്നതിനെയും വേലവിലുപകരണങ്ങളെയും സംബന്ധിച്ചുള്ള ചട്ടങ്ങൾ ഞങ്ങൾ അധികം വിവരമാക്കീട്ടുണ്ട്.

(g) ഇന്ത്യൻ കസ്റ്റം ശാസ്ത്രം ആക്ട് 7-ാം അദ്ധ്യായത്തിൽ കാണുന്ന ഉദാഹരണങ്ങൾ ചെത്തുകൊണ്ടിരിക്കുകയും പുതിയ നിബന്ധനകൾക്കു ഉദാഹരണങ്ങൾ ചേർക്കയും ചെയ്യുന്ന കാര്യത്തെപ്പറ്റി ഞങ്ങൾ വളരെ ഗാഢമായി ആലോചിച്ചു. ഉദാഹരണങ്ങൾ ഒന്നുകൊണ്ടും വേണ്ടെന്നുവെച്ചു, വകുപ്പുകൾ ഉള്ളതുപോലെ അവയെ പ്രായോഗിക്കുവാൻ ദേശത്തിലുള്ള ഓഫീസർമാരെ വിട്ടുകൊടുക്കയാണു് അധികം നല്ലതെന്നു ഞങ്ങൾ തീരുമാനിച്ചിരിക്കുന്നു.

14. കമിറ്റിസഹായയോഗങ്ങളിൽ സഹായിയായി ആലോചനകളിൽ പങ്കെടുത്ത മിസ്റ്റർ ഡബ്ലു. ടി. എം. ഗൊറ്റ് അവർകൾക്കും മിസ്റ്റർ ജെ. ആർ. ധുരന്ധർ അവർകൾക്കും ഞങ്ങൾ വളരെ കടപ്പെട്ടിരിക്കുന്നു എന്ന കാര്യം അവസാനമായി ഞങ്ങൾ ഇവിടെ പ്രസ്താവിച്ചുകൊള്ളുന്നു. ബില്ലിലെ ഖണ്ഡങ്ങൾ എഴുതി തയ്യാറാക്കുന്നതിലും രണ്ട് നിയോഗ് തയ്യാറാക്കുന്നതിലും മിസ്റ്റർ ഗൊറ്റ് ഞങ്ങളെ വളരെ സഹായിച്ചിട്ടുണ്ട്. ഞങ്ങളുടെ സെക്രട്ടറിയായി പ്രവർത്തിയെടുത്ത മിസ്റ്റർ ധുരന്ധർ ഇതു സംബന്ധിച്ചുള്ള രേഖകൾ ശേഖരിച്ചും ഞങ്ങളുടെ കരിപ്പുകൾ തയ്യാറാക്കുന്നതിൽ ഞങ്ങളെ മറ്റു വിധത്തിൽ സഹായിച്ചും ഈ കാര്യത്തിൽ വളരെ അദ്ധ്വാനം ചെയ്തിട്ടുണ്ട്.

സിംല;
1919 ജൂൺ 19-ാംനു.

ബി. എൽ. മിത്തർ.

ബോംബായി;
1919 ജൂൺ 11-ാംനു.

ഡി. എഫ്. മുല്ലാ.

ബോംബായി;
1919 ജൂൺ 21-ാംനു.

എം. ആർ. ജയകർ.

ഉദകമണ്ഡലം;
1919 ജൂൺ 11-ാംനു.

എം. കൃഷ്ണസ്വാമി അയ്യർ.

C എന്ന ഉപാംഗം.

A BILL TO DEFINE AND AMEND THE LAW RELATING TO THE SALE OF GOODS.

ചരക്ക വില്പനയെ സംബന്ധിച്ചുള്ള നിയമം വിവരിക്കുവാനും ഭേദപ്പെടുത്തുവാനുമുള്ള ഒരു ബിൽ.

ചരക്ക വില്പനയെ സംബന്ധിച്ചുള്ള നിയമം വിവരിക്കേയും ഭേദപ്പെടുത്തുകയും ചെയ്യുന്നതു യുക്തമായിരിക്കയാൽ; ഇതിനാൽ താഴെ പറയുംപ്രകാരം നിയമിച്ചിരിക്കുന്നു :—

1 - ാം അദ്ധ്യായം.

പ്രാരംഭം.

പ്രമാണിക, വ്യാപ്തിയും, പ്രാരംഭവും.

1. (1) ാം ആക്ടിനെ 19 ാം ഇന്ത്യൻ ചരക്ക വില്പന ആക്ട് എന്ന പേർ പറയാം.

(2) അതു ബ്രിട്ടീഷ് ബലൂചിസ്ഥാനം, സന്താൽ പർഗ്ഗനകളും ഉൾപ്പെടെ ബ്രിട്ടീഷ് ഇന്ത്യ മുഴുക്കം വ്യാപിക്കും.

(3) അതു 19 ാം തീയതി നടപ്പായിവരികയും ചെയ്യും.

നിർവ്വചനങ്ങൾ.

2. ാം ആക്കിൽ, വിഷയത്തിലോ സന്ദർഭത്തിലോ വിരുദ്ധമായി യാതൊന്നും ഇല്ലാത്തപക്ഷം,—

(1) "ഉടമ്പടി ആക്ട്" എന്നതിനു 1872 ലെ ഇന്ത്യൻ കരാറു ശാസ്ത്ര ആക്ട് 148 - ാം വകുപ്പിലെ അർത്ഥം തന്നെ ഉണ്ടായിരിക്കും;

(2) "ക്രേതാവു" എന്നതിനു ചരക്കുകൾ വാങ്ങുകയോ വാങ്ങാമെന്നു ഏല്പിക്കുകയോ ചെയ്യുന്ന ആൾ എന്നർത്ഥമാകുന്നു;

(3) "വില്പനക്കരാറു" എന്നതിൽ വില്പനയുള്ള ഒരു ഉടമ്പടിയും ഒരു വില്പനയും ഉൾപ്പെടും;

(4) "ഏല്പിച്ചുകൊടുക്കൽ" എന്നതിനു ഒരാളിൽനിന്നു മറ്റൊരാൾക്കു സമ്മതപ്രകാരം കൈവശം കൈമാറം ചെയ്യുക എന്നർത്ഥമാകുന്നു;

(5) ക്രേതാവു കരാറു അനുസരിച്ചു ചരക്കുകൾ ഏറ്റുവാങ്ങുവാൻ നിബന്ധിതനാകുന്ന സ്ഥിതിയിൽ അവ ഇരിക്കുമ്പോൾ ആ ചരക്കുകൾ "ഏല്പിച്ചുകൊടുക്കപ്പെട്ട സ്ഥിതി" യിലാകുന്നു പറയുന്നു;

(6) "ചരക്കുകളുടെ തൂക്കമോ അളവോ" എന്നതിൽ ഒരു കേവുപത്രവും, ഡാക്ക്-വാറണ്ടും, ചാണ്ടകരാറും ഉടമസ്ഥന്റെ സാക്ഷ്യപ്പെടുത്തലിനും, തുറയിലത്ത് ചരക്കു കൂലിക്കു സൂക്ഷിക്കുന്ന തരുടെ സാക്ഷ്യപ്പെടുത്തലിനും, ഒടിയിൽവേ രശീതിയും, ചരക്കുകൾ എടുപ്പിച്ചുകൊണ്ടുപോകുന്നതിനുള്ള വാറണ്ടും അല്ലെങ്കിൽ കല്പനയും, ചരക്കുകളുടെ കൈവശത്തെയോ കൈകാര്യത്തെയോ സംബന്ധിച്ചുള്ള തെളിവായി സാധാരണ കച്ചവട നടവടി അനുസരിച്ച് ഉപയോഗിക്കുന്നതൊ, രേഖയിൽ പറഞ്ഞ ചരക്കുകൾ കൈമാറം ചെയ്യുന്നതിനോ സ്വീകരിക്കുന്നതിനോ രേഖ കൈവശമുള്ള തരുടെ അതിനുമുൻ മാറ്റുകയിയൊ അതു എടുപ്പിച്ചുകൊടുത്തോ അധികാരപ്പെടുത്തുകയോ അധികാരപ്പെടുത്തുന്നുവെന്ന കരുതുകയോ ചെയ്യുന്നതും അതു മറ്റു വല്ല രേഖയും ഉൾപ്പെടുന്നതാണ്";

(7) "കരാർ" എന്നതിനു ന്യായസഹിതമായ പ്രവൃത്തിയൊ വീഴ്ചയൊ എന്നർത്ഥമാകുന്നു;

(8) "മാലാപ്പെടാകുന്ന ചരക്കുകൾ" എന്നതിനു വില്പനക്കു മാറ്റു ചെയ്തിനു ശേഷം വിറ്റയി പണിചെയ്യപ്പെടാത്തതെന്നവയൊ ഉപയോഗത്തെവയൊ സംസ്കരിക്കേണ്ടവയൊ അതു ചരക്കുകൾ എന്നർത്ഥമാകുന്നു;

(9) "ചരക്കുകൾ" എന്നതിനു അന്യായപ്പെടുത്തുക തേപ്പുകൂലി പണവും നഷ്ടിച്ച് എല്ലാ തരത്തിലുള്ള ഇളകുന്ന മുതൽ എന്നർത്ഥമാകുന്നു; അതിൽ സ്റ്റോക്കും ഓഹരിയും വക സട്ടിഫിക്കേറ്റുകളും, നിലവിലുള്ള വിളകളും, പുല്ലും, വില്പനക്കു മുറിച്ചു വില്പനക്കായോ അനുസരിച്ചോ വേർപെടുത്താമെന്നു സമ്മതിച്ചിരിക്കുന്നവയും നിലത്തോടു ചേർന്നിരിക്കുകയോ അതിന്റെ ഭാഗമായിരിക്കുകയൊ ചെയ്യുന്നവയും തരുയ സാധനങ്ങളും ഉൾപ്പെടുന്നതുമാകുന്നു;

(10) കടത്തുക സാധാരണ കച്ചവട നടവടിയനുസരിച്ച് കൊടുത്തുതീർക്കുന്നതു നിത്തിക്കുകയുകയൊ അവ മടക്കിക്കൊടുക്കേണ്ടതായി വരുമ്പോൾ കൊടുത്തുതീർക്കുവാൻ സാധിക്കാതിരിക്കുകയൊ ചെയ്യുന്ന ഒരാളെ തരുയാം നിർഗ്രഹണം സംബന്ധിച്ചുള്ള ഒരു പ്രവൃത്തി ചെയ്യുകയും ഇല്ലെങ്കിലും, "നിർഗ്രഹൻ" എന്നു പറയുന്നു;

(11) "വില" എന്നതിനു ചരക്കുകളുടെ വില്പനക്കു പ്രതിഫലമായി കൊടുക്കുന്ന പണം എന്നർത്ഥമാകുന്നു;

(12) "ഉടമയവകാശം" എന്നതിനു ഒരു പ്രത്യേക ഉടമയവകാശം മുതലായുള്ള ചരക്കുകളിലുള്ള സാധാരണ ഉടമയവകാശം എന്നു അർത്ഥമാകുന്നു;

(13) "ചരക്കുകളുടെ തരം" എന്നതിൽ അവയുടെ അവസ്ഥയെ സ്ഥിതിയെയും ഉൾപ്പെടുന്നതാണു";

(14) "വില്പന" എന്നതിൽ വില്പനയും എല്പിച്ചുകൊടുക്കലും എന്നപോലെ ഒരു വില്പന നിശ്ചയവും വില്പനയും ഉൾപ്പെടും;

(15) "വിക്രയി" എന്നതിനു ചരക്കുകൾ വില്ക്കുകയോ വില്ക്കാമെന്നു ഏല്ക്കുകയോ ചെയ്യുന്ന ആൾ എന്നർത്ഥമാകുന്നു;

(16) "പ്രത്യേക ചരക്കുകൾ" എന്നതിനു ഒരു വില്പനക്കരാറു പ്രകാരം കാലത്തു കീഴ്പ്പെടുത്തിച്ച ചരക്കുകൾ എന്നർത്ഥമാകുന്നു;

(17) ഈ ആക്ടിൽ ഉപയോഗിച്ചിട്ടുണ്ടെങ്കിലും അർത്ഥം വിവരിച്ചിട്ടില്ലാത്തവയും 1872 ലെ ഇന്ത്യൻ കരാറു ശാസ്ത്ര ആക്ടിൽ അർത്ഥം വിവരിച്ചിരിക്കുന്നവയും ആയ പദങ്ങൾക്കു ആ ആക്ടിൽ കൊടുത്തിരിക്കുന്ന അർത്ഥം ഉണ്ടായിരിക്കും. 1872 ൽ 9.

3. 1872 ലെ ഇന്ത്യൻ കരാറു ശാസ്ത്ര ആക്ടിലെ ഉൾപ്പെടുത്താത്ത നിബന്ധനകൾ, ഈ ആക്ടിലെ വ്യക്തമായ നിബന്ധനകൾക്കു വിരുദ്ധമായി വരുന്നേടത്തോളം ഒഴികെ ചരക്കു വില്പന കരാറുകൾക്കു സംബന്ധിച്ചുകൊണ്ടതന്നെയിരിക്കും. 1872 ൽ 9. 1872 ലെ ഒൻപതാം നമ്പർ ആക്ടിന്റെ നിബന്ധനകൾ സംബന്ധിച്ചിരിക്കൽ.

2 - ാം അദ്ധ്യായം.

കരാറു ഉണ്ടാക്കൽ.

വില്പനയുടെ.

4. (1) ചരക്കു വില്പനക്കുള്ള ഒരു കരാറു എന്നുവെച്ചാൽ വിക്രയി ചരക്കുകളിലുള്ള ഉടമയവകാശം, ഒരു വിലക്കു, ക്രേതാവിനു കൈമാറാം ചെയ്യുകയോ കൈമാറാം ചെയ്യാമെന്നു സമ്മതിക്കുകയോ ചെയ്യുന്ന ഒരു കരാറു ആകുന്നു. ഒരു ഇട്ടാവസ്ഥനും മറെറാരു ഇട്ടാവസ്ഥനും തമ്മിൽ വില്പനക്കരാറു ചെയ്യാം. വില്പനയും വില്പനാന്തരമുള്ള ഉടമയവകാശവും.

(2) ഒരു വില്പനക്കരാറു നിശ്ചയരഹിതമോ നിശ്ചയങ്ങളോടു കൂടിയതോ ആയിരിക്കാം.

(3) ഒരു വില്പനക്കരാറു പ്രകാരം ചരക്കുകളിലുള്ള ഉടമയവകാശം വിക്രയിയിൽനിന്നു ക്രേതാവിനു കൈമാറാം ചെയ്യുന്നു.

സംഗതിയിൽ, ആ കരാറിനു ബാധ വില്പന എന്നു പേർ പറയുന്നതും, എന്നാൽ ചരക്കുകളിലുള്ള ഉടമയ്ക്കാകട്ടെ മേലിൽ ഒരു തീയതിക്കോ അതിനു ശേഷം നിശ്ചയിക്കാവുന്നതോ ആയ നിശ്ചയത്തിനുംപ്പെട്ടോ കൈമാറം ചെയ്യണമെന്നായിരിക്കുമ്പോൾ ആ കരാറിനു വില്ക്കുവാനുള്ള ഒരു ഉടമ്പടി എന്നു പേർ പറയുന്നതും ആകുന്നു.

(4) സാധനം കൈയ്യക്കായും, എല്ലാ നിശ്ചയങ്ങൾക്കുംപ്പെട്ട ചരക്കുകളിലെ ഉടമയ്ക്കാകട്ടെ കൈമാറം ചെയ്യണമെന്നായിരിക്കുന്നതുപോലെ ആ നിശ്ചയങ്ങൾ നിറവേറുകയോ ചെയ്യുമ്പോൾ, വില്പന ഉടൻ ഒരു ഉടമ്പടി ഒരു വില്പനയായിത്തീരുന്നു.

കരാറു സംബന്ധിച്ചുള്ള തീരുമാനങ്ങൾ

5. (1) ഒരു വിലയ്ക്കു ചരക്കുകൾ വാങ്ങുകയോ വില്ക്കുകയോ ചെയ്യുന്നതിനു വാക്കു കൊടുക്കുകയും ആ വാക്കുകൊടുത്തതു സാധിക്കുകയും ചെയ്യുന്നതിനെ ഒരു വില്പനക്കരാറു ചെയ്യുന്നതെന്നു പറയുന്നു. ചരക്കുകൾ ഉടനെ എടുപ്പിച്ചുകൊടുക്കുന്നതിനോ, വില ഉടനെ കൊടുക്കുന്നതിനോ, രണ്ടിനും കൂടിയോ എങ്കിലും, എടുപ്പിച്ചുകൊടുക്കുന്നതോ വില കൊടുക്കുന്നതോ രണ്ടുമോ നീട്ടിവെക്കണമെന്നുണ്ടെങ്കിലും കരാറുകൾ നിശ്ചയിക്കാം.

(2) തല്ക്കാലം നടപ്പിലുള്ള വല്ല നിയമത്തിലെയും നിശ്ചയങ്ങൾക്കു വിധേയപ്പെട്ടു, ഒരു വില്പനക്കരാറു എഴുത്തുകൊണ്ടോ വാക്കുകൊണ്ടോ എന്താണും എഴുത്തുകൊണ്ടും എന്താണും വാക്കുകൊണ്ടുമോ ചെയ്യാവുന്നതും രണ്ടുകൂട്ടർ കക്ഷികളുടെ നടവടിയിൽനിന്നു ഊഹിക്കാവുന്നതും ആകുന്നു.

കരാറു പിരിയ്ക്കാം.

6. (1) ഒരു വില്പനക്കരാറിലെ വിഷയമായിരിക്കുന്ന ചരക്കുകൾ, വിൽക്കുന്ന ഉടമസ്ഥരുടെയോ കൈവശമോ ഉള്ളവയായി ഇപ്പോഴുള്ള ചരക്കുകളോ, മേലിൽ ഉണ്ടാകുന്ന ചരക്കുകളോ ആയിരിക്കാവുന്നതാണു്.

ഇപ്പോഴില്ലാത്തതോ മേലിലുണ്ടാകുന്നതായ ചരക്കുകൾ.

(2) സംഭവിക്കാവുന്നതോ സംഭവിക്കാതിരിക്കാവുന്നതോ ആയ ഒരു അനിശ്ചിത സംഗതി ആശ്രയിച്ചു് വിൽക്കുവാൻ സമ്മതിക്കാവുന്ന ചരക്കുകളുടെ വില്പനക്കരാറു ഒരു കരാറു ചെയ്യാവുന്നതാണു്.

(3) ഒരു വില്പനക്കരാറുള്ളപ്പോൾ, മേലാപ്പുണ്ടാകുന്ന ചരക്കുകൾ ഇപ്പോൾ വില്ക്കുന്നതിനു പകരം ഉടയ്ക്കുകയോ സംഗതിയിൽ, ആ കരാറു, ചരക്കുകൾ വിളയുന്നതിനുള്ള ഒരു ഉടമ്പടിയായി ത്തീരുന്നു.

കരാറു ചെയ്യും മുമ്പു കേടുവരുന്ന ചരക്കുകൾ.

7. പ്രത്യേക ചരക്കുകൾ വില്ക്കുന്നതിനുള്ള ഒരു കരാറിന്റെ സംഗതിയിൽ, വിക്രയിയുടെ അറിവു കൂടാതെ കരാറുചെയ്തകാലത്തു ചരക്കുകൾ കെട്ടുപോകയോ കരാറിൽ വിവരിച്ചിരിക്കുന്നതിനു യോജിക്കാത്തവണ്ണം അവയ്ക്കു അന്യ കേടുവരികയോ ചെയ്തിരിക്കുന്നപക്ഷം, കരാറു അസാധുവാകുന്നു.

വിളവാകും മുമ്പു പകരം കേടുവരുന്ന ചരക്കുകൾ.

8. പ്രത്യേക ചരക്കുകൾ വില്ക്കുന്നതിനുള്ള ഒരു ഉടമ്പടിയുടെ സംഗതിയിൽ ആ ഉടമ്പടിക്കു ശേഷവും ക്രേതാവിനു ഉത്തരവാദിത്വം ചെന്നുചേരുന്നതിനു മുമ്പും വിക്രയിയുടെയോ ക്രേതാവിന്റെയോ യാതൊരു കുറവും കൂടാതെ ചരക്കുകൾ കെട്ടുപോകയോ കരാറിൽ വിവരിച്ചിരിക്കുന്നതിനു യോജിക്കാത്തവണ്ണം അവയ്ക്കു അന്യ കേടുവരികയോ ചെയ്യുന്നപക്ഷം, ഉടമ്പടി അസാധുവായിത്തീരും.

വില.

വില നിശ്ചയിക്കൽ.

9. (1) ഒരു വില്പനക്കരാറിൽ വില, കരാറിനാൽ തന്നെ തീർപ്പുചെയ്തുകയോ, അതിനാൽ സമ്മതിച്ചിരിക്കുന്ന പ്രകാരത്തിൽ നിശ്ചയിക്കാമെന്നുവെക്കുകയോ, കക്ഷികൾ തമ്മിലുള്ള ഇടപാടിന്റെ ഗതി അനുസരിച്ചു നിശ്ചയിക്കുകയോ ചെയ്യാവുന്നതാണ്.

(2) മേല്പറഞ്ഞ നിബന്ധനകൾ അനുസരിച്ചു വില നിശ്ചയിക്കാതിരിക്കുന്ന സംഗതിയിൽ, ക്രേതാവു വിക്രയിക്കു ന്യായമായ ഒരു വില കൊടുക്കണം. ന്യായമായ വില എന്താണെന്നുള്ളതു ഓരോ പ്രത്യേകകാര്യത്തിലെയും അവസ്ഥകളെ അനുസരിച്ചിരിക്കുന്ന ഒരു കാര്യാവസ്ഥയാണ്.

വില നിശ്ചയിക്കുന്നതിനു വിട്ടുള്ള ഉടമ്പടി.

10. (1) മൂന്നാമതായ കക്ഷിയുടെ വിലനിശ്ചയപ്രകാരം വില നിശ്ചയിക്കണമെന്നു നിശ്ചയങ്ങളിന്മേൽ ചരക്കുകൾ വില്ക്കുന്നതിനു ഒരു ഉടമ്പടി ചെയ്യുകയും ആ മൂന്നാം കക്ഷിക്കു അങ്ങനെ വില

ത്തിക്കാൻ കഴിവുള്ളതിനിക്കുകയോ ആ കക്ഷി വിലയതിക്കാതിരി ക്കുകയോ ചെയ്കയും ചെയ്യുന്ന സംഗതിയിൽ ഉടമസ്ഥി ആസാധുവാ യിത്തീരുന്നതാണു" :

എന്നാൽ ചരക്കുകളോ അവയിലെ വല്ല ഭാഗമോ ക്രേതാവിനു കൊടുപ്പിച്ചുകൊടുക്കുകയും ആയാൾ അവയെ സ്വന്തമാക്കി ഉപയോഗി ക്കുകയും ചെയ്തിരിക്കുന്ന സംഗതിയിൽ, ആയാൾ അവക്കു ന്യായ മായ വില കൊടുക്കണം.

(2) വിക്രയിയുടെയോ ക്രേതാവിന്റെയോ കുറഞ്ഞപക്ഷം വില മതിക്കുന്നതിൽ ഉണ്ടായേക്കാവുന്ന ആ കക്ഷിക്കു തടസ്ഥം നേരിട്ടിരി ക്കുന്ന സംഗതിയിൽ, കുറവുചെയ്യാത്ത കക്ഷി കുറവുചെയ്ത കക്ഷി യുടെമേൽ നഷ്ടത്തിനു ന്യായ വ്യവഹാരം ബോധിപ്പിക്കാവുന്നതാണു".

നിബന്ധനകളും ഉറപ്പുകളും.

11. കരാറിലെ നിബന്ധനകളിൽനിന്നു മറെറാരു ഉദ്ദേശം കാണാ ത്തപക്ഷം, പണം കൊടുക്കേണ്ട സമയത്തെ പ്പററിയ നിബന്ധനകൾ. പുറമേ നിബന്ധനകൾക്കു ഒരു വില്പനക്കരാ റിൽ സാരാംശപ്രധാന്യമുണ്ടെന്നുള്ള കരുതി കൂട്ടുന്നതല്ല. സമയത്തെപ്പററിയുള്ള മറെറാരു നിബന്ധനയ്ക്കും കരാ റിൽ സാരാംശപ്രധാന്യമുണ്ടെന്നോ ഇല്ലെന്നോ എന്നു കാട്ടും കരാറിലെ നിബന്ധനകളെ തരംതിരിച്ചിരിക്കുകയും ചെയ്യും.

12. (1) ഒരു വില്പനക്കരാറിലെ വിഷയമായിരിക്കുന്ന ചരക്കു കളെ സംബന്ധിച്ചു് കരാറിൽ പറഞ്ഞിരി ക്കുന്ന ഒരു ഉടമസ്ഥതം ഒരു നിബന്ധനയോ ഉറപ്പോ ആയിരിക്കാം. നിബന്ധനയും ഉറപ്പും.

(2) ഒരു നിബന്ധനയെന്നുവെച്ചാൽ ഒരു കരാറിന്റെ പ്രധാന ആവശ്യത്തിനു അത്യാവശ്യമായിരിക്കുന്നതും അതു ലംഘിച്ചാൽ കരാറു നിഷേധിച്ചിരിക്കുന്നതായി കരുതുവാൻ ഒരു അവകാശം സി ദ്ധിക്കുന്നതും ആയ ഒരു ഉടമസ്ഥപ്രസ്താവം എന്നർത്ഥമാകുന്നു.

(3) ഒരു ഉറപ്പു എന്നുവെച്ചാൽ കരാറിന്റെ പ്രധാന ആവശ്യ ത്തോടു ബന്ധപ്പെട്ടതും അതു ലംഘിച്ചാൽ നഷ്ടത്തിനു ഒരു തേച്ചു സിദ്ധിക്കുന്നതും എന്നാൽ കരാർ റദ്ദാക്കാം വേണ്ടെന്നു പറയുവാൻ ഒരു അവകാശം സിദ്ധിക്കാത്തതും ആയ ഒരു ഉടമസ്ഥപ്രസ്താവം എന്നർത്ഥമാകുന്നു.

(4) ഒരു വില്പനക്കരാറിലെ ഒരു ഉടമസ്ഥതപ്രസ്താവം ഒരു നിബന്ധനയോ ഉറപ്പോ ഏതാണെന്നുള്ള കാര്യം ഓരോ സംഗതിയിലും ആ കരാറിന്റെ വ്യാഖ്യാനത്തെ ആശ്രയിച്ചിരിക്കും. ആ ഉടമസ്ഥപ്രസ്താവത്തിനു കരാറിൽ ഉറപ്പുണ്ട പേർ പറഞ്ഞിട്ടുണ്ടെങ്കിലും ഇല്ലെങ്കിലും ഒരു നിബന്ധനയായിരിക്കാം.

നിബന്ധനയും ഉറപ്പുമായി ഒരു പ്രത്യേക കരുതണമെന്ന.

13. (1) ഒരു വില്പനക്കരാറു വകയിൽ നിശ്ചയിക്കപ്പെട്ട വില്പന നിബന്ധനത്തിനും ഉടമപ്പെട്ടിരിക്കുന്ന സംഗതിയിൽ, ക്രേതാവു ആ നിബന്ധന വേണ്ടെന്നുവെക്കുകയോ, ആ നിബന്ധന ലംഘനം ഒരു ഉറപ്പുലംഘനമാണെന്നു നിലയിലും കരാർ നിരാകരിക്കുന്നതിനുള്ള ഒരു കാരണമല്ലെന്നു നിലയിലും കരുതുകയോ ചെയ്യാവുന്നതാണ്.

(2) ഒരു വില്പനക്കരാറു വേർപെടുത്തത്തക്കതല്ലാത്തതായിരിക്കുകയും ചരക്കുകളുടെ ഭാഗവയിലെ വില്പന ഭാഗമോ ക്രേതാവു സ്വീകരിച്ചിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിലോ, ഉടമയവകാശം ക്രേതാവിനു പോകുന്നതിനെ പ്രത്യേക ചരക്കുകൾക്കുള്ള കരാറായിരിക്കുന്ന സംഗതിയിലോ, വിക്രയി നിശ്ചയിക്കപ്പെട്ട വില്പന നിബന്ധനയും ലംഘിക്കുന്നതു, ഉറപ്പുലംഘനമായി മാത്രം കരുതപ്പെടേണ്ടതും, ചരക്കുകൾ തിരിച്ചേല്പിച്ചു കരാറു നിരാകരിക്കുന്നതിനു പ്രകാരമൊ ഉപാധിയായി കരാറിൽ ഒരു നിബന്ധനയില്ലാത്തപക്ഷം അങ്ങനെ ഭവിച്ചതിച്ചു നിരാകരിക്കുവാനുള്ള ഒരു കാരണമായി കരുതിക്കൂടാത്തതുമാകുന്നു.

(3) അസാദ്ധ്യമായതിനാലോ മറ്റു വല്ല കാരണത്താലോ നിശ്ചയിക്കുന്നതു നിയമത്താൽ ഒഴിവാക്കിയിരിക്കുന്ന വല്ല നിബന്ധനത്തിന്റെയോ ഉറപ്പിന്റെയോ സംഗതിയിൽ ഈ വകുപ്പിലെ യാതൊന്നും സംബന്ധിക്കുന്നതല്ല.

അവകാശങ്ങളും ഇവയുടെ പരിഹാരങ്ങളുമായ ഉടമ്പടി.

14. കരാർ സംബന്ധിച്ചുള്ള അവസ്ഥകളിൽനിന്നു മറ്റൊരു ഉദ്ദേശം കാണാത്ത പക്ഷം, ഒരു വില്പനക്കരാറിൽ—

(a) ഒരു വില്പനയുടെ സംഗതിയിൽ ചരക്കുകൾ വില്ക്കുവാൻ വിക്രയിക്ക അവകാശമുണ്ടെന്നും, വില്പനയുള്ള ഒരു ഉടമ്പടിയുടെ

കയ്യത്തിൽ ഉടമയവകാശം കൈമാറേണ്ട കാലത്തു ചരക്കു വിലപ്പോവാൻ തയ്യാറാക്കുവാൻ ആവശ്യമായിരുന്നുവെന്നും വിക്രയിയുടെ ഭാഗത്തു ഉദ്ദേശമായ ഒരു നിശ്ചയമും,

(b) ക്രേതാവു ചരക്കുകൾ ശരിയായി കൈപ്പറ്റിക്കുവാൻ കഴിഞ്ഞാലുടനെ ഉടമാവകാശം ക്രേതാവിനു കിട്ടുവാൻ ഉദ്ദേശമായ ഒരു ഉറപ്പു,

(c) കരാർ ചെയ്യുന്നതിനു മുമ്പോ ചെയ്യുന്ന കാലത്തോ പ്രസ്തുത വിക്രയപ്പെടാത്തതോ ക്രേതാവു അറിയാത്തതോ ആയ ഏതെങ്കിലും മറ്റൊരു കക്ഷിക്കു അനുകൂലമായുള്ള വല്ല കരംബാദ്ധ്യതയിലോ കടിക്കടത്തിലോ നിന്നു ചരക്കുകൾ സ്വതന്ത്രമായിരിക്കണമെന്നുള്ള ഉദ്ദേശമായ ഒരു ഉറപ്പു,

ഉണ്ടായിരിക്കും.

വിവരണം ഉപയുക്തമായിരിക്കുന്നതു.

15. വിവരണം പ്രകാരം ചരക്കുകൾ വില്പനയ്ക്കു ഒരു കരാർ ഉണ്ടായിരിക്കുന്ന സംഗതിയിൽ, ചരക്കുകൾ വിവരണത്തിനു അനുരൂപമായിരിക്കണമെന്നുള്ള ഉദ്ദേശമായ ഒരു നിശ്ചയമുണ്ടു; വില്പന രീതിയിൽ കാണിച്ചും വിവരണം പ്രകാരവുമാണെങ്കിൽ, ചരക്കുകൾ വിവരണത്തോടു അനുരൂപമായിരിക്കുന്നതുപക്ഷം അവയിലെ അധിക മാധുര്യം മാത്രമായോ അനുരൂപമായിരുന്നാൽ മതിയാകുന്നതല്ല.

ചരക്കുകൾ യോഗ്യതയിലെയും തല്പരമായ നടപ്പുള്ള മറ്റു വല്ല നിയമത്തിലെയും നിബന്ധനകൾക്കനുസരിച്ചു, ഒരു വില്പനക്കരാറിനനുസരിച്ചു ഒരുക്കിക്കൊടുക്കുന്ന ചരക്കുകളുടെ തരത്തെയോ അവകാശം വല്ല പ്രത്യേക ആവശ്യത്തിനും പറ്റുന്നവയാണെന്നതിനെയോ സംബന്ധിച്ചു, നാലെ പറയുന്ന സംഗതികളിലൊഴികെ, ഉദ്ദേശമായ യാതൊരു ഉറപ്പോ നിശ്ചയമോ ഉണ്ടായിരിക്കുന്നതല്ല:—

(1) ചരക്കുകൾ ഇന്ന ഒരു പ്രത്യേക ആവശ്യത്തിനു വേണ്ടതാണെന്നു ക്രേതാവു വ്യക്തമായോ ഉദ്ദേശമായോ വിക്രയി അറിയിക്കുകയും തന്മൂലം ക്രേതാവു വിക്രയിയുടെ വിദഗ്ദ്ധതയെയോ വിവേചനയെയോ ആശ്രയിക്കുന്നുണ്ടെന്നു കാണിക്കുകയും, (വിക്രയി ചരക്കുകൾ ഉണ്ടാക്കുകയോ ഉല്പാദനമോ ചെയ്യുന്ന ആളായാലും അല്ലെങ്കിലും) അവ വിക്രയടെ സാധാരണ വ്യാപാര കൈകാര്യത്തിൽ അയാൾ ഒരുക്കിക്കൊടുക്കുന്ന സ്വഭാവത്തിലുള്ളവയായിരിക്കു

മയും ചെയ്യുന്ന സംഗതിയിൽ, ചരക്കുകൾ ആ ആവശ്യത്തിനു ന്യായമായി ചേർന്നവയായിരിക്കണമെന്നു ഉഹ്യമായ ഒരു നിബ്ബന്ധ മുണ്ടായിരിക്കും.

എന്നാൽ ഒരു പ്രത്യേക സാധനം അതിന്റെ മൊത്ത പേരോ ചെറു വ്യാപാരപ്പേരോ പ്രകാരം വില്പാനുള്ള ഒരു കരാറിന്റെ സംഗതിയിൽ അല്ല വല്ല പ്രത്യേക ആവശ്യത്തിനും പറ്റുന്നതാണെന്നുള്ളതിനെപ്പറ്റി ഉഹ്യമായ യാതൊരു നിബ്ബന്ധവും ഉണ്ടായിരിക്കുന്നതല്ല.

(2) (വിക്രയി ചരക്കുകൾ ഉണ്ടാക്കുകയോ ഉല്പാദനമോ ചെയ്യുന്ന ആളായാലും അല്ലെങ്കിലും) വല്ല വിവരണത്തിലുള്ള ചരക്കുകൾ വ്യാപാരം ചെയ്യുന്ന വിക്രയിയോട് ആ വിവരണം അനുസരിച്ചു ചരക്കുകൾ വാങ്ങുന്ന സംഗതിയിൽ, ചരക്കുകൾ വ്യാപാരം ചെയ്യുവാൻ പാടുള്ളതരത്തിലുള്ളവയാണെന്നു ഉഹ്യമായ ഒരു നിബ്ബന്ധം ഉണ്ടായിരിക്കും :

എന്നാൽ ക്രേതാവു ചരക്കുകൾ പരിശോധിച്ചിരുന്നാൽ, ആ പരിശോധനയിൽ ബോധിവാതകേടിയിരുന്ന ന്യൂനതകളെ സംബന്ധിച്ചു ഉഹ്യമായ യാതൊരു നിബ്ബന്ധവും ഉണ്ടായിരിക്കുന്നതല്ല.

(3) തരത്തെയോ ഒരു പ്രത്യേക ആവശ്യത്തിനു പറ്റുന്നതാണെന്നുള്ളതിനെയോ പറ്റിയുള്ള ഉഹ്യമായ ഒരു ഉറപ്പോ നിബ്ബന്ധമോ കച്ചവട നാട്ടുനടപ്പുപ്രകാരം ചേർന്നിരിക്കാവുന്നതാണ്.

(4) ഈ ആക്ടു പ്രകാരം ഉഹ്യമായ ഒരു ഉറപ്പോ നിബ്ബന്ധമോ വ്യക്തമായ ഒരു ഉറപ്പിനോ നിബ്ബന്ധത്തിനോ വിരുദ്ധമായിരുന്നാലല്ലാതെ, വ്യക്തമായ ഒരു ഉറപ്പോ നിബ്ബന്ധമോ ഉഹ്യമായ ആ ഉറപ്പിനെയോ നിബ്ബന്ധത്തെയോ നിഷ്ഫലമാക്കുന്നതല്ല.

മാതിരി കാണിച്ചുള്ള വില്പനയാണെന്നു കാണിക്കുന്നതായി വ്യക്തമായോ ഉഹ്യമായോ ഒരു നിബ്ബന്ധം കരാറിൽ ഉണ്ടായിരുന്നാൽ, വില്പനക്കാരൻ മാതിരി കാണിച്ചുള്ള വില്പനക്കാരുടെ ഒരു കരാറിലർപ്പെടുന്നതാണ്.

17. (1) മാതിരി കാണിച്ചുള്ള വില്പന.

(2) മാതിരി കാണിച്ചുള്ള വില്പനക്കാരുടെ കരാറിന്റെ സംഗതിയിൽ—

(a) ചരക്കിന്റെ തരവും മാതിരിയുടെ തരവും അനുരൂപമായിരിക്കണമെന്നും,

(b) ചരക്കും മാതിരിയുമായി ഒത്തുനോക്കുന്നതിനു തക്കതായിട്ടുള്ള ന്യായമായ മറ്റു മാർഗ്ഗങ്ങൾ ഉണ്ടാകണമെന്നും,

(c) മാതിരി ന്യായമായി പരിശോധിച്ചാൽ പ്രത്യക്ഷത്തിൽ കാണാവുന്നതും പ്രാപ്തിയിലിരിക്കുന്നതുമായ മറ്റെല്ലാ തുടയും ചരക്കുകൾക്കില്ലെന്നും,

ഉറപ്പായും ഒരു നിശ്ചയപ്പെടുത്തിയിരിക്കണമാണെന്ന്".

3 – ാം ഭാഗം.

കരാറിനെ പറ്റിയും,

വിൽക്കുന്നതിനും വാങ്ങുന്നതിനും ഇടയ്ക്കുണ്ടാകുന്ന ബന്ധത്തെ പറ്റിയും.

കരാർ നിലവിൽ വരുന്നതെങ്ങനെ.

18. നിശ്ചപ്പെടുത്തിയ ചരക്കുകൾ വിലയ്ക്കുന്നതിനു ഒരു കരാറുണ്ടായിരിക്കുന്ന സംഗതിയിൽ, ചരക്കുകൾ ഇന്നതെന്നു നിശ്ചപ്പെടുത്തുന്നതുവരെയും നിശ്ചപ്പെടുത്തുന്നുവരെയും അവയിലുള്ള ഉടമയവകാശം ക്രേതാവിനു മൈമാറം ചെയ്യപ്പെടുന്നതല്ല.

ഉടമയവകാശം കൈമാറുന്നതു ചരക്കുകൾ നിശ്ചപ്പെടുത്തുന്നതു മുമ്പു നിശ്ചയിക്കാവുന്നതു ചില കേസുകളിൽ മാത്രമാണെന്നു വരുന്നതു.

19. (1) പ്രത്യേക ചരക്കുകളോ നിശ്ചപ്പെടുത്തിയ ചരക്കുകളോ വിലയ്ക്കുന്നതിനു ഒരു കരാറു ചെയ്തിരിക്കുന്ന സംഗതിയിൽ, ഉടമയവകാശം കൈമാറം ചെയ്യണമെന്നു കരാറിലെ കക്ഷികൾ ഉദ്ദേശിക്കുന്നകാലത്തു തന്നെ ക്രേതാവിനു കൈമാറം ചെയ്യപ്പെടുന്നതാണ്.

(2) കക്ഷികളുടെ ഉദ്ദേശം ഇന്നതാണെന്നു നിശ്ചപ്പെടുത്തുന്നതിനു കരാറിലെ നിബന്ധനകളെയും കക്ഷികളുടെ നടത്തയെയും മറ്റു പ്രത്യേക സംഗതിയിലെ കാര്യവസ്തുതകളെയുംപറ്റി തക്കവണ്ണം ആലോചിക്കുകയും വേണം.

(3) മറ്റൊരു ഉദ്ദേശം പ്രത്യക്ഷപ്പെടാത്തപക്ഷം, 20 മുതൽ 24 വരെ വകുപ്പുകളിലെ ചട്ടങ്ങൾ, ചരക്കിന്റെ ഉടമയവകാശം, ക്രേതാവിനു ഇന്ന സമയത്തുചെന്നു മോചനാവസ്ഥയിലുള്ള കക്ഷികളുടെ ഉദ്ദേശം നിർണ്ണയിക്കുവാനുള്ള ചട്ടങ്ങളാണ്".

വിലപിടിച്ചുകൊടുക്കേണ്ടുന്ന സ്ഥിതിയിലുള്ള പ്രത്യേക ചരക്കുകൾ.

20. വിലപിടിച്ചുകൊടുക്കേണ്ടുന്ന സ്ഥിതിയിലുള്ള പ്രത്യേക ചരക്കുകൾ വിലയ്ക്കുന്നതിനു നിശ്ചയസഹിതമായ ഒരു കരാറുണ്ടായിരുന്നാൽ, കരാറു ചെയ്തപ്പോൾ തന്നെ ചരക്കുകളുടെ ഉടമയവകാശം ക്രേതാ

വിന്ന ചെന്നേൽക്കുന്നതും, വിലകൊടുക്കുന്നതിനുള്ള സമ്മതമോ ചരക്കുകൾ എടുപ്പിച്ചുകൊണ്ടുപോകുന്നതിനുള്ള സമയമോ നൽകി വെക്കുന്നതുകൊണ്ടു മാത്രം ഉടമയാകുന്നതല്ലാതാകുന്നു.

ഏതിലുംകൂടുതലെന്നു സ്ഥിതിയിലുള്ള ചരക്കുകൾ എടുപ്പിച്ചുകൊണ്ടുപോകുന്നതിനുള്ള ഉത്തരവാദിത്തം.

21. പ്രത്യേക ചരക്കുകൾ വിലകൊടുക്കുന്നതിനു മുൻപായി നിശ്ചയിച്ചതിലും അധികം ചരക്കുകൾ എടുപ്പിച്ചുകൊണ്ടുപോകുന്നതിനു സമ്മതിയിലാകുന്നതിനു വേണ്ടി ക്രയത്തിന്റെ കാര്യത്തിൽ വല്ലതും ചെയ്യുവാൻ വിക്രയി നിബന്ധിതനായിത്തീരുകയും ചെയ്യുന്ന സംഗതിയിൽ അങ്ങനെ ചെയ്തു അതിനെപ്പറ്റി ക്രേതാവിനു അറിയിപ്പുകൊടുക്കുന്നതുവരെ ഉടമയുടെ ഉത്തരവാദിത്വം കൈമാറുന്നതല്ല.

ഏതിലുംകൂടുതലെന്നു സ്ഥിതിയിലുള്ള പ്രത്യേക ചരക്കുകൾ വില നിശ്ചപ്പെടുത്തുന്നതിനു വേണ്ടി ആ ചരക്കുകൾ ഇങ്ങനെയോ അളക്കുകയോ പരിശോധിക്കുകയോ അവയുടെ കാര്യത്തിൽ മറ്റു വല്ല പ്രവൃത്തിയെങ്കിലോ കാര്യമോ ചെയ്യുകയോ ചെയ്യുവാൻ വിക്രയി നിബന്ധിതനായിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ, ആ പ്രവൃത്തിയെങ്കിലോ കാര്യമോ ചെയ്തു ക്രേതാവിനു അതിനെപ്പറ്റി അറിയിപ്പുകൊടുക്കുന്നതുവരെ ഉടമയുടെ ഉത്തരവാദിത്തം കൈമാറുന്നതല്ല.

22. (1) നിശ്ചപ്പെടുത്തിയതിലധികമോ കുറവോ ആയ ചരക്കുകൾ വിവരണത്തിനൊത്ത് വിൽക്കുവാൻ ഒരു കരാറുണ്ടായിരിക്കുകയും ആ വിവരണപ്രകാരമുള്ളവയും എടുപ്പിച്ചുകൊടുക്കുന്നതിനു സ്ഥിതിയിലുള്ളവയും ആയ ചരക്കുകൾ ക്രേതാവിന്റെ സമ്മതത്തോടുകൂടി വിക്രയിയോ വിക്രയിയുടെ സമ്മതത്തോടുകൂടി ക്രേതാവോ കരാറിലേർപ്പെടുത്തുകയും ചെയ്യുന്നപക്ഷം, അപ്രകാരം ചരക്കിന്റെ ഉടമയുടെ ഉത്തരവാദിത്തം ക്രേതാവിനു ചെന്നുചേരുന്നതാകുന്നു. ആവക സമ്മതം വ്യക്തമായുള്ളതോ ഊഹമായുള്ളതോ ആയിരിക്കുന്നതും, ഉപയോഗപ്പെടുത്തി കഴിയുന്നതിനു മുമ്പോ അതിനു ശേഷമോ കൊടുക്കാവുന്നതും ആകുന്നു.

നിശ്ചപ്പെടുത്തിയതിലധികമോ കുറവോ ആയ ചരക്കുകളും അവയെ കരാറിലേർപ്പെടുത്തുന്നതും.

കരട്രേകാരനെ വിളിച്ചു കൊടുക്കൽ.

(2) ഒരു കരാറു് രജിസ്റ്റരാക്കുവാൻ വിറ്റയി ക്രേതാവിനെക്കൂടി ക്രേതാവിനു എന്നിച്ചുകൊടുക്കുന്നതിനു വേണ്ടി ഒരു കടലാസുകാരനെയോ മറ്റു ഒരു മേല്പുകാരനെയോ ക്രേതാവു പറഞ്ഞ ആൾ ഒരു യാളും അല്ലെങ്കിലും വേണ്ടതില്ല) എങ്കിലും ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുകയും അവയുടെ കൂപ്പണിൽ കൈയ്യൊപ്പു നടത്തുവാനുള്ള അവകാശം സ്വാധീനത്തിൽ നിന്നു പൊക്കാതിരിക്കുകയും ചെയ്യുമ്പോൾ ഒരുത്തൻ യാതൊരു നിശ്ചയവും കൂടാതെ ചരക്കുകൾ മടക്കിയേക്കുമെന്നുള്ള ഉപയോഗപ്പെടുത്തിയിരിക്കുന്നതായി കരുതുകയും വേണം.

വാങ്ങുകയോ മടക്കുകയോ ചെയ്യുന്നതിനു "വാങ്ങുകയും മടക്കുകയും" ചെയ്യുന്നതിനെ വേണ്ടുന്ന ചർക്കുകൾ.

24. ബോദ്ധ്യപ്പെട്ടാൽ വാങ്ങുന്നതിനോ, "വാങ്ങുകയോ മടക്കുകയോ" ചെയ്യുന്നതിനെന്നു അതുപോലെയുള്ള മറ്റു നിശ്ചയത്തെപ്രകാരമോ ക്രേതാവിനു ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുമ്പോൾ—

(a) തനിക്കു ബോദ്ധ്യമായിരിക്കുന്നുവെന്നോ അവയെ താൻ സ്പീകരിച്ചിരിക്കുന്നുവെന്നോ ഒരുയാം വിറ്റയിയെ അറിയിക്കുകയോ, ഒരു ഉടമാട്ട സ്പീകരിച്ചു മറ്റു വല്ല പ്രവൃത്തിയും ചെയ്യുകയോ ചെയ്യുമ്പോഴും;

(b) തനിക്കു ബോദ്ധ്യമായി എന്നാകട്ടെ താൻ അവയെ സ്പീകരിക്കുന്നു എന്നാകട്ടെ വിറ്റയിയെ അറിയിക്കാതിരിക്കുകയും പക്ഷെ ഉപേക്ഷിച്ചു എന്നു അറിയിച്ചുകൊടുക്കാതെ അവയെ പെട്ടുകൊണ്ടിരിക്കുകയും ചെയ്യുന്നതായാൽ, ചരക്കുകൾ തരുവാൻ ഒരുയാവുന്നതിനു ഒരു സമയം നിശ്ചയിച്ചിരുന്നാൽ ആ സമയം കഴിയുമ്പോഴും, സമയം നിശ്ചയിച്ചിട്ടില്ലെങ്കിൽ ന്യായമായ ഒരു സമയം കഴിയുമ്പോഴും,

അവയിലെ ഉടമയവകാശം ക്രേതാവിനു ചെന്നുചേരുന്നു.

കൈക്കൊള്ളേ ചെയ്യേണ്ടുന്ന അവകാശം സ്വാധീനത്തിൽ നിൽക്കിവെക്കൽ.

25. (1) പ്രസ്തുത ചരക്കുകൾ വില്പുന്നതിനു ഒരു കരാറുണ്ടായിരിക്കുകയോ കൂടാതിരിക്ക ചിന്നിട്ട ചരക്കുകൾ ഉപയോഗപ്പെടുത്തിയിരിക്കുകയോ ചെയ്ത സംഗതിയിൽ കരാറിലെ നിശ്ചയപ്രകാരമോ അങ്ങനെ ഉപയോഗപ്പെടുത്തുന്നതിനുള്ള നിശ്ചയപ്രകാരമോ, മിച്ച നിശ്ചയങ്ങൾ നിറവേറുന്നതുവരെ ചരക്കുകൾ തിരിച്ചുകൊടുക്കുകയും ചെയ്യാനുള്ള അവകാശം വിറ്റയി സ്വാധീനത്തിൽ

വെക്കാവുന്നതാണ്', ആയത് സംഗതിയിൽ ഒരു ക്രേതാവിനെ ക്രേതാവിന്റെ എന്തിച്ചു കൊടുക്കുന്നതിനുവേണ്ടി ഒരു കടത്തു കാരനെയോ മറ്റു ഭരമേല്പുകാരനെയോ ചരക്കുകൾ എല്പിച്ചുകൊടുത്താലും ശരി, വിക്രയി മുഖേന്നു നിശ്ചയങ്ങൾ നിറവേറ്റുന്നതു വരെ ചരക്കുകൾക്കുള്ള ഉടമയവകാശം ക്രേതാവിനു തന്നെ ചേരുന്നതല്ല.

(2) ചരക്കുകൾ കപ്പലിൽ കയറ്റുകയും കേപപത്ര പ്രകാരം അവ വിക്രയിയുടെ കല്പന അനുസരിച്ചോ ആയാളുടെ കാര്യസ്ഥന്റെയോ എല്പിച്ചുകൊടുക്കേണ്ടതായിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ കൈമാറ്റം ചെയ്യുന്ന അവകാശം വിക്രയി പ്രസ്തുത സ്ഥാധീനങ്ങളിൽ നിന്നിവെച്ചിരിക്കുന്നതായി കരുതുകയുമാണു.

(3) വിക്രയി വിലക്രവത്തിനു ക്രേതാവിന്റെ പേരിൽ ഒരു കൈമാറ്റപത്രം എഴുതുകയും കൈമാറ്റപത്രം സ്വീകരിക്കുന്നതിനെ ആയുപ്രകാരമുള്ള സംഖ്യ കിട്ടുന്നതിനുവേണ്ടി കൈമാറ്റപത്രവും കേപപത്രവും ഇടി ക്രേതാവിനു അയച്ചുകൊടുക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ, ആയാൾ കൈമാറ്റപത്രം സ്വീകരിക്കാത്തപക്ഷം കേപപത്രം മടക്കിഅയപ്പാൻ ആയാൾ നിബന്ധിതനായിരിക്കുന്നതും, കേപപത്രം ന്യായാനിജ്ഞായി ആയാൾ വെച്ചുകൊണ്ടിരുന്നാൽ ചരക്കുകളുടെ ഉടമയവകാശം ആയാൾക്കു ചെന്നുചേരാതിരിക്കുന്നതും ആകുന്നു.

നഷ്ടത്തിനുള്ള ഉത്തരവാദിത്വം ക്രേതൃക്കളിൽ നിന്നുള്ള ഉടമയവകാശത്തിനു വിധേയമായിരിക്കുന്നതാണു.

26. മറ്റു വിധത്തിൽ സമ്മതിച്ചിട്ടില്ലെങ്കിൽ, ക്രേതാവിനു ചരക്കുകളിലെ ഉടമയവകാശം കൈമാറാ ചെയ്യുന്നതുവരെ അവകാശപ്പെടാകുന്ന സ്ഥാനത്തിനുള്ള ഉത്തരവാദിത്വം വിക്രയി ഒന്നായിരിക്കുന്നതാണു', എന്നാൽ അവയിലെ ഉടമയവകാശം ക്രേതാവിനു കൈമാറം ചെയ്യുമ്പോൾ അവയെ എല്പിച്ചുകൊടുത്താലും ഇല്ലെങ്കിലും, അവകാശപ്പെട്ട ഉത്തരവാദിത്വം ക്രേതാവിനു ഉണ്ടായിരിക്കുകയും ചെയ്യും:

എന്നാൽ ക്രേതാവിന്റെയോ വിക്രയിയുടെയോ കുറ്റം ഹേതുവായി, ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുവാൻ താമസമുണ്ടാകുന്ന സംഗതിയിൽ ആ താമസംകൊണ്ടല്ലെങ്കിൽ ഉണ്ടാകയില്ലായിരുന്ന എന്തു തരത്തിലുള്ള വല്ല നഷ്ടവും സംബന്ധിച്ച് ചരക്കുകൾ കുറ്റം ചെയ്ത കക്ഷിയുടെ ഉത്തരവാദത്തിൽതന്നെ ഇരിക്കുന്നതാണു':

പുന്നപ്രയെന്നെയല്ല, മറ്റൊ കക്ഷിയുടെ ചരക്കുകളുടെ ഒരു ഭാഗമോ മുഴുവനോ എന്നു നിശ്ചയമില്ലാതെ വിൽക്കയിലൊ ക്രോവിനെന്നോ മുൻപ് കൃത്യമായിട്ടൊ ബോദ്ധ്യപ്പെടാതെയോ ഒരു വകുപ്പിലെ യാതൊന്നും സംബന്ധിക്കുന്നതല്ല.

ഉടമസ്ഥനല്ലാത്ത ആൾ വിൽപ്പന.

27. ഒരു ആളിലെയും തൽക്കാലം നടപ്പിലുള്ള മറ്റു വല്ല നിയമത്തിലെയും നിബന്ധനകൾക്കുപുറമെ, ചരക്കുകളുടെ ഉടമസ്ഥനല്ലാത്ത ഒരാൾ ചരക്കുകൾ വില്പനയ്ക്കുകയും അങ്ങനെ വില്പനയുള്ള ഉടമസ്ഥന്റെ അധികാരപ്രകാരമോ സമ്മതപ്രകാരമോ അല്ലാതിരിക്കയും ചെയ്താൽ, വിൽക്കയിൽ വില്പാനുള്ള അധികാരം നിശ്ചയിക്കപ്പെടാൻ ചരക്കുകളുടെ ഉടമസ്ഥന്റെ നടപടിയിലും തടസ്സമില്ലാതെ വന്നാലൊഴികെ വിൽക്കയിലുള്ള അവകാശത്തിൽ ക്രോതാവിനു മുൻ ചരക്കുകളിന്മേൽ യാതൊരു അവകാശവും സ്ഥിരീകരിക്കുന്നതല്ല:

എന്നാൽ ചരക്കുകൾ വില്പനയ്ക്കു വില്പാനുവേണ്ടി ചരക്കുകൾ തയ്യാറാക്കൊടുക്കുന്നതിനോ ചരക്കുകൾ വാങ്ങുന്നതിനോ ചരക്കുകളുടെ മേലുള്ള പണം കടം വാങ്ങുന്നതിനോ തന്റെ സാധാരണ വ്യാപാര നടപടി അന്വേഷിച്ച് അധികാരമുള്ള ഒരു കമ്മീഷൻ ഏജന്റിന്റെ കൈവശത്തിൽ ഉടമസ്ഥന്റെ സമ്മതത്തോടുകൂടി ചരക്കുകളോ ചരക്കുകൾക്കുള്ള അവകാശപത്രങ്ങളോ ഉണ്ടായിരുന്നാൽ, ആ ചരക്കുകളുടെ കാര്യത്തിൽ തുടയാടെ നടത്തുന്ന വല്ല വില്പനയും അതു നടത്തുന്നവൻ ചരക്കുകളുടെ ഉടമസ്ഥൻ വ്യക്തമായി അയാളെ അധികാരപ്പെടുത്തിയിരുന്നാലെങ്ങനെയൊ അതുപോലെതന്നെ സാധുവായിരിക്കുന്നതാണ്; എന്നാൽ ക്രോതാവു ഉത്തമവിശ്വാസമായി പ്രവർത്തിക്കയും വില്പനക്കാരൻ ചെയ്യുന്ന കാലത്തു വിൽക്കയിൽ വില്പാനുള്ള അധികാരമില്ലെന്നു ക്രോതാവിനു അറിയിപ്പു കിട്ടീട്ടില്ലാത്തിരിക്കയും വേണം.

ഇടയാളന്മാരിൽ കൂടെ വിൽപ്പന.

28. ചരക്കുകളുടെ പതിവേ ഇടയാളന്മാരിൽ ഒരാൾക്കു മറ്റു ഇടയാളന്മാരുടെ സമ്മതപ്രകാരം അവരുടെ തന്നിലധീനപ്പെടുത്തുകിൽ, ഉത്തമവിശ്വാസമായി ആ ഇടയാളനോടു ചരക്കുകൾ വാങ്ങുകയും വിൽക്കയിൽ വില്പാൻ അധികാരമില്ലെന്നു വില്പനക്കാർ കാലത്തു അറിയിപ്പുകിട്ടീട്ടില്ലാത്തിരിക്കയും ചെയ്യുന്ന വല്ല ആൾക്കും ചരക്കുകളുടെ ഉടമയവകാശം കൈമാറം ചെയ്യപ്പെടുന്നു.

KOZHIKODE PUBLIC LIBRARY

ഇടപാടു ചെയ്യുന്ന ആൾക്കുള്ള അധികാരം.

29. ചരക്കുകൾ വിലയ്ക്കു തരുകയോ അവയെ സംബന്ധിച്ചു് ഇടപാടുചെയ്യുകയോ ചെയ്യുന്ന ഒരു ആളിന്റെ പക്കൽ അവകാശമുണ്ടായിരിക്കുകയും വിലപേശലിന്റെ ഒരു ഘട്ടത്തിലും അവകാശം ഇടപാടുചെയ്തിട്ടില്ലാത്തിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ ക്രേതാവു് ഇത്തരത്തിലുള്ള വിശ്വാസമായും വിക്രയിയുടെ അവകാശത്തെപ്പറ്റി അറിയിപ്പു കൂടാതെയും അവയെ വാങ്ങുന്നു. പക്ഷേ, കൂടാതെ ഇടപാടുചെയ്തിരിക്കുന്നതിനുള്ള അവസരകാലം വിക്രയിയോ വിക്രയി ആരുടെ വഴിക്കോ കീഴിലോ ആയിട്ടുള്ളവരോ ആ ആളോടു ചെയ്തുകൊണ്ടിരിക്കുന്ന കച്ചവടത്തിന്റെ ഗതിക്രമത്തിനുള്ളിൽ ക്രേതാവിനു ആ ചരക്കുകളുടെ കൂട്ടത്തിൽ നല്ല അവകാശം സിദ്ധിക്കുന്നു.

വിലനൽകുന്നതിനു മുമ്പു വിക്രയിയുടെ കൈവശത്തിലായിരിക്കുന്ന ചരക്കുകൾ.

30. (1) ചരക്കുകൾ വിറ്റതിനുശേഷം ചരക്കുകളോ ചരക്കുകൾക്കുള്ള അവകാശപത്രങ്ങളോ മുതലായതു തന്നെ കൈവശംവെച്ചുകൊണ്ടിരിക്കുകയോ അവ തന്റെയോ കൈവശത്തിലായിരിക്കുകയോ ചെയ്യുന്ന സംഗതിയിൽ വല്ല വിലപ്പനയോ പണയമോ മറ്റു എപ്പോഴോ ഉള്ളതും ആയ ആ ചരക്കുകളോ അവകാശപത്രങ്ങളോ വല്ല ആൾക്കും എഴുതിക്കൊടുക്കുകയോ കൈമാറുകയോ ചെയ്യുകയും ആ രണ്ടാമത്തെ ആൾ ഉത്തമവിശ്വാസമായും ചരക്കുകളുടെ കൂട്ടത്തിൽ ആദ്യത്തെ വിക്രയിക്കു അവയെ പിടിച്ചുവെപ്പാ

നതും അവകാശത്തെയോ ന്യായാംശത്തെയോ മറ്റു അവകാശത്തെയോ ചേദി അനിയിപ്പു ചൂടാതെയും അവയെ സ്വീകരിക്കയും ചെയ്യാൽ തുടർന്ന പിടിച്ചുപോരുന്നതും അവകാശവും മറ്റു അവകാശമൊ ന്നില്ലാതിരുന്നാലുള്ളതു വാദിയുടെ അതു എഴുതിച്ചുകൊടുക്കുവിനോ കൈമാറുന്നതിനോ ഉടയായിരിക്കുന്നതാണ്.

4 – ാം അദ്ധ്യായം.

കരാർ നടത്തൽ.

വിലനടത്തിയതിലെ നിബന്ധനയനുസരിച്ച് ചരക്കുകൾ എഴുതിച്ചുകൊടുക്കുന്നതു വിൽക്കയിയുടെയും അവയെ സ്വീകരിച്ചു വില കൊടുക്കുന്നതു ക്രേതാവിന്റെയും ഉടയായിരിക്കും.

വിൽക്കയിയുടെയും ക്രേതാവിന്റെയും ഉടമ.

32. മറ്റു വിധത്തിൽ സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം, ചരക്കുകൾ എഴുതിച്ചുകൊടുക്കുന്നതും വില കൊടുക്കുന്നതും തമ്മിൽ സമയത്തുതന്നെ നടത്തേണ്ട നിബന്ധനകളാണ്. അതായതു വിലക്ക പകരമായി ചരക്കുകൾ കൈവശം എഴുതിച്ചുകൊടുക്കുന്നതിനു വിൽക്കയിക്ക തങ്ങളും മനസ്സും ഉണ്ടായിരിക്കുകയും ചരക്ക കൈവശം കിട്ടുന്നതിനു പകരമായി വില കൊടുപ്പാൻ ക്രേതാവിനു തങ്ങളും മനസ്സും ഉണ്ടായിരിക്കുകയും വേണം.

പണം കൊടുക്കുന്നതും ചരക്ക് എഴുതിക്കൊടുക്കുന്നതും തമ്മിൽ സമയത്തു നടത്തേണ്ട നിബന്ധനകൾ.

33. എഴുതിച്ചൊടുക്കുന്നതായി കഴിയാതെന്നു കക്ഷികൾ സമ്മതിക്കുന്നതോ, ക്രേതാവിന്റെയോ ന്യായാംശം വേണ്ടി കൈവശം വെപ്പാൻ അധികാരപ്പെടുത്തിയ വല്ല ആളുടെയോ കൈവശത്തിൽ ചരക്കുകൾ വെക്കുന്നതോടുകൂടിയതോ തുടർന്ന വല്ല പ്രവൃത്തിയും ഉണ്ടാം, വിറ്റ ചരക്കുകൾ എഴുതിച്ചുകൊടുക്കാവുന്നതാണ്.

എഴുതിച്ചുകൊടുക്കൽ.

34. മൂപ്പവൻ ചരക്കുകൾ എഴുതിച്ചുകൊടുക്കുന്ന മാസ്സത്തിൽ എതാനും ചരക്കുകൾ എഴുതിച്ചുകൊടുത്താൽ ന്യായത്തിനു, തുടർന്ന ചരക്കുകളുടെ ഉടമസ്ഥകാശകൈമാറ്റത്തെ സംബന്ധിച്ച്, മൂപ്പവൻ ചരക്ക എഴുതിച്ചുകൊടുത്തിരുന്നാലുള്ള ഫലംതന്നെയുണ്ടായിരിക്കും; എന്നാൽ മൂപ്പവനിൽനിന്നു വേർതിരിക്കണമെന്നുള്ള ഉദ്ദേശത്തോടുകൂടി ചരക്കുകളിൽ എതാനും ഭാഗം എഴുതിച്ചുകൊടുക്കുന്നതുകൊണ്ടു മാത്രം ചരക്കുകൾ എഴുതിച്ചുകൊടുക്കുന്നതായ്തീരുന്നതല്ല.

എതാനും ഭാഗം എഴുതിച്ചുകൊടുക്കുന്നതിന്റെ ഫലം.

35. വ്യക്തമായ വല്ല കരാറുണ്ടായിരുന്നാലൊഴികെ ചരക്കുകൾ എല്പിച്ചുകിട്ടണമെന്നു ക്രേതാവു അപേക്ഷ ചെയ്യുന്നതുവരെ അവയെ എല്പിച്ചുകൊടുക്കുവാൻ വിക്രയി നിബന്ധിതനായിരിക്കുന്നതല്ല.

എല്പിക്കുവാൻ ഉള്ള അപേക്ഷ ചെയ്യണമെന്ന

36. (1) ക്രേതാവു ചരക്കുകൾ തന്റെ കൈവശം ഏറ്റുവാങ്ങുകയോ, അതല്ല, വിക്രയി അവയെ ക്രേതാവിന്നു, അതല്ല, അയച്ചുകൊടുക്കുകയോ വേണ്ടതു എന്നു കാര്യം കരുതിക്കൊണ്ടു തദ്വിഷയമായുള്ള സംഗതിയിലും വ്യക്തമായോ ഊഹമായോ ചെയ്തിരിക്കുന്ന കരാറിനെ ആശ്രയിച്ചിരിക്കും.

എല്പിച്ചുകൊടുക്കുന്നതിനെ സംബന്ധിച്ചുള്ള കടമകൾ.

(2) ഇന്ന സ്ഥലത്തു എല്പിച്ചു കൊടുക്കണമെന്നതിനെപ്പറ്റി വ്യക്തമായോ ഊഹമായോ ഉള്ള വല്ല കരാറും ഉണ്ടായിരുന്നാലൊഴികെ, വിറ്റ ചരക്കുകൾ വില്പനക്കാലത്തു എവിടെയാണോ അവിടെവെച്ചു അവ എല്പിച്ചുകൊടുക്കുകയും, വില്പാൻ കരാർ ചെയ്തിരിക്കുന്ന ചരക്കുകൾ വില്പനക്കാരന്റെ കൈവശത്തു എവിടെയാണോ അവിടെവെച്ചു അവ എല്പിച്ചുകൊടുക്കുകയോ അപ്പോൾ ആ ചരക്കുകൾ ഉണ്ടായിട്ടില്ലെങ്കിൽ അവയുണ്ടാക്കുകയോ ഉല്പാദിക്കുകയോ ചെയ്യുന്ന സ്ഥലത്തുവെച്ചു എല്പിച്ചു കൊടുക്കുകയോ ചെയ്യേണ്ടതാകുന്നു.

(3) വില്പനക്കരാർപ്രകാരം ചരക്കുകൾ വിക്രയി ക്രേതാവിന്നു അയച്ചുകൊടുപ്പാൻ ബാദ്ധ്യസ്ഥനായിരിക്കുകയും പക്ഷേ അവയെ അയച്ചുകൊടുക്കുന്നതിന്നു യാതൊരു സമയവും നിശ്ചയിക്കാതിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ, ന്യായമായ ഒരു സമയത്തിന്നുള്ളിൽ അവയെ അയച്ചുകൊടുപ്പാൻ വിക്രയി ബാദ്ധ്യസ്ഥനായിരിക്കും.

(4) വില്പനക്കാലത്തു ചരക്കുകൾ ഉന്നാലെത്തന്നെ കക്ഷിയുടെ കൈവശമായിരുന്നാൽ ആ ഉന്നാല കക്ഷി താൻ ക്രേതാവിന്നു വേണ്ടി അവയെ കൈവശപ്പെടുത്തിക്കൊണ്ടിരിക്കുന്നുവെന്നു സമ്മതിക്കാത്തപക്ഷവും സമ്മതിക്കുന്നുവെങ്കിലും വിക്രയി അവയെ ക്രേതാവിന്നു എല്പിച്ചുകൊടുക്കുന്നില്ല :

എന്നാൽ ചരക്കുകളുടെ അവകാശപത്രങ്ങൾ കൊടുക്കുകയോ കൈമാറം ചെയ്കയോ ചെയ്യുന്നതിനു ഒരു വകുപ്പിലെ യാതൊന്നും ബാധിക്കുന്നതുമല്ല.

(5) ഏല്പിച്ചുകൊടുപ്പാൻ ആവശ്യപ്പെട്ടുണ്ടോ, ഏല്പിച്ചു കൊടുപ്പാൻ ഒരുമ്പെട്ടുണ്ടോ ന്യായമായ ഒരു സമയത്തു അല്ലാതെ പക്ഷം ആയതു നിഷ്ഫലമാക്കണമെന്നു കരുതാവുന്നതാണു്, ന്യായമായ സമയം ഇന്നതെന്നുള്ള കാര്യം സന്ദർഭത്തെ സംബന്ധിക്കുന്ന ഒരു സംഗതിയാണു്.

(6) മറ്റു വിധത്തിൽ സമ്മതിച്ചിരുന്നാൽ ഒഴികെ ചരക്കുകൾ ഏല്പിച്ചുകൊടുക്കുന്നതു സ്ഥിതിയിലിരിക്കുന്നതിനും അതു സംബന്ധിച്ചുള്ള ചെലവുകൾ വിൽക്കുയി നടത്തുകയും വേണം.

വിറ്റിരിയുന്ന ഉടൻ ഏല്പിച്ചുകൊടുക്കൽ.

37. (1) വില്പാൻ കരാർ ചെയ്തിരിക്കുന്നതിനെക്കാൾ കൂടുതൽ തൂക്കയിൽ ചരക്കുകൾ വിൽക്കയി ക്രേതാവിനു ഏല്പിച്ചുകൊടുക്കുന്ന സംഗതിയിൽ ക്രേതാവു അധികമായ ഭാഗത്തെ ഉപേക്ഷിക്കാവുന്നതും, എന്നാൽ അങ്ങനെ ഏല്പിച്ചുകൊടുത്ത ചരക്കുകൾ ക്രേതാവു സ്വീകരിക്കുന്ന പക്ഷം അയാൾ കരാർനിരക്കനുസരിച്ചു അധികത്തിന്റെ വില കൊടുക്കേണ്ടതും ആണു്.

(2) വില്പാൻ കരാർ ചെയ്തിരിക്കുന്നതിനെക്കാൾ അധികമായ ഒരു തൂക്കയിൽ ചരക്കുകൾ വിൽക്കയി ക്രേതാവിനു ഏല്പിച്ചുകൊടുക്കുന്ന സംഗതിയിൽ കരാറിൽ ഉൾപ്പെട്ടിരിക്കുന്ന ചരക്കുകൾ ക്രേതാവു സ്വീകരിച്ചു ബാക്കിയുള്ളതു തള്ളിക്കളയുകയൊ മുഴുവനും തള്ളിക്കളയുകയൊ ചെയ്യാവുന്നതാണു്, അങ്ങനെ ഏല്പിച്ചുകൊടുത്ത ചരക്കുകൾ മുഴുവനും ക്രേതാവു സ്വീകരിക്കുന്നപക്ഷം കരാർനിരക്കനുസരിച്ചു അധികം വന്നതിന്റെ വില കൊടുക്കുകയും വേണം.

(3) വില്പാൻ കരാർ ചെയ്തിരിക്കുന്ന ചരക്കുകളും കരാറിൽ ഉൾപ്പെടാത്ത മറ്റൊരു വിവരണത്തോടുകൂടിയ ചരക്കുകളും കൂട്ടിച്ചേർത്തു വിൽക്കയി ക്രേതാവിനു ഏല്പിച്ചുകൊടുക്കുന്ന സംഗതിയിൽ, കരാർ അനുസരിച്ചുള്ള ചരക്കുകൾ ക്രേതാവു സ്വീകരിച്ചു് ശേഷം ഉള്ളതു തള്ളിക്കളയുകയൊ മുഴുവനും തള്ളിക്കളയുകയൊ ചെയ്യാവുന്നതാണു്.

(4) ഈ വകുപ്പിലെ നിബന്ധനകൾ കച്ചവടം സംബന്ധിച്ചുള്ള വല്ല നാട്ടാചാരത്തിനെയൊ കക്ഷികൾ തമ്മിലുള്ള വല്ല പ്രത്യേക കരാറിനെയൊ ഉടമ്പാടു രീതികളെ ഉൾപ്പെട്ടിരിക്കയും ചെയ്യും.

38. (1) മറ്റു വിധത്തിൽ സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം, ചരക്കുകൾ ഗഡുക്കളായി എല്പിച്ചുകൊടുക്കുന്നതു സംബന്ധിച്ചുള്ള കരാറുകൾ ക്രോഡീകരിക്കുവാൻ ക്രോഡീകരണം നിഷേധിക്കുന്നതല്ല.

ഗഡുക്കളായി എടുക്കേണ്ട ചരക്കുകൾ

(2) വെവ്വേറെ വില കൊടുക്കേണ്ടവയായുള്ള നിശ്ചിത ഗഡുക്കളായി ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുന്നതിനു വേണ്ടി ഒരു വില്പനക്കരാറുണ്ടായിരിക്കുകയും, ഒന്നോ അധികമോ ഗഡുക്കളുടെ കാര്യത്തിനു വിക്രയി കരാറായി എല്പിച്ചുകൊടുക്കുകയോ തിരെ എല്പിച്ചുകൊടുക്കാതിരിക്കുകയോ, അല്ലെങ്കിൽ ഒന്നോ അധികമോ ഗഡുക്കളുടെ കാര്യത്തിൽ എന്തുവാങ്ങുവാനോ വില കൊടുപ്പാനോ ക്രേതാവു ഉപേക്ഷ ചെയ്കയോ കൂട്ടാക്കാതിരിക്കുകയോ ചെയ്യുകയും ചെയ്യുന്ന സംഗതിയിൽ, കരാർലംഘനം ഉടൻ കരാർ ഉഴവാനോ നിഷേധിച്ചുപോയിരിക്കുന്നുവൊ, അതല്ല, പ്രതികൂലത്തിനു ഒരു തേപ്പുണ്ടാകുന്നതുകൊണ്ട് എന്നാൽ ഉഴവാൻ കരാറും നിഷേധിച്ചുപോയതായിക്കരുതുവാൻ അവകാശപ്പെടുത്തിക്കൊണ്ടുതായി വെർപ്പെടുത്തുക ഒരു ഭംഗനം ഉണ്ടായിരിക്കുന്നുവൊ എന്ന സംഗതി ഓരോ കാര്യത്തിലും കരാർ നിബന്ധനകളെയും അതിലെ കാര്യവ്യവഹാരങ്ങളെയും അനുസരിച്ചിരിക്കുന്ന ഒരു വിഷയമായിരിക്കും.

39. (1) ഒരു വില്പനക്കരാറുപ്രകാരം ക്രേതാവിനു ചരക്കുകൾ തരപ്പെടുത്തിക്കൊടുപ്പാൻ വിക്രയിക്കു അധികാരപ്പെടുത്തുകയോ അയാളോടു ആവശ്യപ്പെടുകയോ ചെയ്തിരുന്നാൽ ക്രേതാവിനു എന്തിനുവേണ്ടിയാണോ അങ്ങനെ ചരക്കുകൾ തരപ്പെടുത്തിക്കൊടുക്കുന്നതിനു വേണ്ടി ക്രേതാവു പേർ പറഞ്ഞതോ അല്ലാത്തതോ ആയ ഒരു കടത്തുകാരനു ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുകയോ അയാൾക്കു കടത്തുകാരനു ചരക്കുകൾ സൂക്ഷിച്ചുകൊടുക്കുന്നതിനു വേണ്ടി തുറയിങ്കൽ സൂക്ഷിപ്പുകാരനു ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുകയോ ചെയ്യാൻ ക്രേതാവിനു ചരക്കുകൾ പ്രതിഗ്രഹത്തിൽ എല്പിച്ചുകൊടുത്തിരിക്കുന്നുവെന്നു കരുതുകയും വേണം.

കടത്തുകാരനും തുറയിങ്കൽ സൂക്ഷിപ്പുകാരനും എല്പിച്ചുകൊടുക്കൽ.

(2) ക്രേതാവു മറ്റു വിധത്തിൽ അധികാരപ്പെടുത്തിട്ടില്ലാത്തപക്ഷം, ചരക്കുകളുടെ സ്വഭാവത്തെയും ആ കാര്യത്തിലെ മറ്റു അവസ്ഥകളെയും ആലോചിച്ച് കടത്തുകാരനോടോ തുറയിങ്കൽ സൂക്ഷിപ്പുകാരനോടോ വിക്രയി ക്രേതാവിനു വേണ്ടി ന്യായമായ ഒരു കരാറു ചെയ്യേണ്ടതാണു. അങ്ങനെ ചെയ്യാൻ വിക്രയി വീഴ്ച

ചെയ്യുകയും കടത്തിക്കൊണ്ടുപോകുമ്പോഴോ തുറയ്ക്കൽ സൂക്ഷിപ്പു കാരന്റെ അധീനത്തിൽ ഇരിക്കുമ്പോഴോ ചരക്കുകൾ പോയ്പോകു കയോ അവക്കു കേടുവരികയോ ചെയ്തതും ചെയ്യുന്നപക്ഷം, കടത്തു കാരനോ തുറയ്ക്കൽ സൂക്ഷിപ്പുകാരനോ എല്പിച്ചുകൊടുത്തതു തനിക്കു എല്പിച്ചുകൊടുത്തതായി കണക്കുകയില്ലെന്നു ക്രേതാവു പറയു കയോ അല്ലെങ്കിൽ നഷ്ടത്തിനു വിക്രയിയെ ഉത്തരവാദിയാക്കു കയോ ചെയ്യാവുന്നതും ആകുന്നു.

(3) മറ്റു വിധത്തിൽ സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം, കടൽവഴി യായി കടത്തിക്കൊണ്ടുപോകേണ്ട ഒരു വഴിക്കു വിക്രയ ക്രേതാ വിനു ചരക്കുകൾ തയ്യാറാക്കിക്കൊടുക്കുകയും ആ വഴിക്കു അയയ്ക്കുമ്പോൾ സാധാരണയായി കീഴ്പിടിക്കുക പതിവായിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ, കടൽവഴി കടത്തിക്കൊണ്ടുപോകുമ്പോൾ ചരക്കുക ൾക്കു കീഴ്പിടിക്കുവാൻ ക്രേതാവിനു സാധാരണക്കാരുടെ വിധത്തിൽ വിക്രയി ആയാൾക്കു അറിയിപ്പു കൊടുക്കേണ്ടതും അങ്ങനെചെയ്യുവാൻ വിക്രയി വീഴ്ചചെയ്താൽ കടൽവഴിയായി കടത്തിക്കൊണ്ടുപോകുന്ന കാലത്തു ചരക്കുകൾ തന്റെയാളുടെ ഉത്തരവാദിത്വത്തിലാണെന്നു കരു തേണ്ടതും ആകുന്നു.

ഉത്തരവാദിത്വത്തിൽ ചരക്കുകൾ ഏല്പിച്ചുകൊടുക്കുന്ന സംഗതിയിൽ ഉത്തരവാദിത്വം.

40. ചരക്കുകൾ വിറ്റ സ്ഥലത്തല്ലാതെ മറ്റൊരു സ്ഥലത്തു വെച്ചു സ്വന്തം ഉത്തരവാദിത്വത്തിന്മേൽ തവണയ ഏല്പിച്ചുകൊടുക്കാമെന്നു വിക്രയി സമ്മതിച്ചിരുന്നാലും കൂടി, കടത്തിക്കൊണ്ടു പോകുന്ന വഴിക്കു ചരക്കുകൾക്കു സംഭവിച്ചുവിധത്തിലും ഉണ്ടാകാനിടയുള്ള ദോഷത്തിനു മറ്റു വിധത്തിൽ ഒന്നു സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം ക്രേതാവു് ഉത്തരവാദിയായിരിക്കു ന്നതാണു്.

ചരക്കുകൾ പരിശോധിക്കുന്നതിനു മുമ്പായിട്ടുള്ള നിരസിക്കുന്നതു്.

41. (1) ക്രേതാവു് തന്നേതന്നെ പരിശോധിക്കുന്നതു വരെയും ചരക്കുകൾ തയ്യാറാക്കി ഏല്പിച്ചുകൊടുക്കുന്നപക്ഷം, അവ കരാറിനു യോജിപ്പായിരിക്കുന്നുവോ എന്നു തീർച്ചപ്പെടുത്തുന്നതിനു വേണ്ടി അവയെ പരിശോധിപ്പാൻ ന്യായമായ ഒരു അവസരം ആയാൾക്കു ഉണ്ടായിരുന്നാലല്ലാതെയും അങ്ങനെ ഉറപ്പാകുന്നതുവരെയും ആ യാൾ അവയെ സ്വീകരിച്ചതായി കണക്കിക്കൂടുന്നതല്ല.

(2) മറ്റ് വിധത്തിൽ ഒന്നു സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം വിക്രയി ക്രേതാവിനു ചരക്കുകൾ എടുപ്പിച്ചുകൊടുപ്പാനായി ചെലവുകൂടാതെ സാധിക്കുന്നതായാൽ, ചരക്കുകൾ കയറിവന്ന യോജിപ്പായ വിധത്തിൽതന്നെയാണൊ എന്നു പരിശോധിപ്പാനുള്ള അവസരം ക്രേതാവിനു കൊടുപ്പാൻ വിക്രയി ബാദ്ധ്യസ്ഥനായിരിക്കുന്നതാണ്.

42. ക്രേതാവ് ചരക്കുകൾ സ്വീകരിച്ചിരിക്കുന്നു എന്നു വിക്രയിയെ അറിയിക്കുമ്പോഴൊ, ചരക്കുകൾ തൃപ്തികരമായ നിലയിൽ എടുപ്പിച്ചുകൊണ്ടുപോയിരിക്കുമ്പോഴൊ വിക്രയിയുടെ ഉദ്യോഗസ്ഥന്മാരുടെ യോജിപ്പില്ലാത്ത വല്ല പ്രവൃത്തിയും അവരുടെ കാര്യത്തിൽ തൃപ്തി ചെയ്യുമ്പോഴൊ, അല്ലെങ്കിൽ ന്യായമായ ഒരു സമയം കഴിഞ്ഞതിനുശേഷം അവയെ താൻ ഉപേക്ഷിച്ചിരിക്കുന്നുവെന്നു വിക്രയിയെയറിയിക്കാതെ തൃപ്തിയാകാതെ ചരക്കുകൾ വെച്ചുകൊണ്ടിരിക്കുമ്പോഴൊ, ക്രേതാവ് ചരക്കുകൾ സ്വീകരിച്ചിരിക്കുന്നതായി കരുതേണ്ടതാണ്.

സ്വീകരണം.

43. മറ്റു പ്രകാരത്തിൽ ഒന്നു സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം, ക്രേതാവിനു ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുകയും, അവയെ സ്വീകരിക്കാതിരിപ്പാനുള്ള അവകാശം ഉണ്ടായിരിക്കെ അവയെ സ്വീകരിപ്പാൻ തൃപ്തിയാകുകയും ചെയ്യുന്ന സംഗതിയിൽ, വിക്രയിക്കു തുക മടക്കി അയപ്പാൻ തൃപ്തിയാകുന്നതുവരെ ക്രേതാവ് സ്വയമായിരിക്കുന്നതാണ്.

ക്രേതാവിനു ചരക്കുകൾ മടക്കി അയപ്പാൻ ക്രേതാവ് സ്വയമായിരിക്കുന്നതെപ്പോൾ.

44. ചരക്കുകൾ എടുപ്പിച്ചുകൊടുപ്പാൻ വിക്രയി തൃപ്തനും മനസ്സുള്ളവനായി എന്നുവരുത്തുവാൻ ക്രേതാവിനോടു അപേക്ഷചെയ്യുകയും ആ അപേക്ഷ കഴിഞ്ഞശേഷം ന്യായമായ ഒരു കാലത്തിനുള്ളിൽ ക്രേതാവ് ചരക്കുകൾ മാറ്റു വാങ്ങാതിരിക്കുകയും ചെയ്താൽ, മാറുവാങ്ങുവാൻ ഉപേക്ഷ ചെയ്കയൊ വിസമ്മതിക്കുകയൊ ചെയ്തുള്ളപ്പോഴുണ്ടാകുന്ന വല്ല നഷ്ടത്തിനും ചരക്കുകൾ സൂക്ഷിക്കുന്നതിനും ബോധിപ്പിക്കുന്നതിനും വേണ്ടുന്നതിനും ഉള്ള ന്യായമായ മറ്റു ചെലവിനും പുറമെയും വിക്രയിക്കു ക്രേതാവ് ഉത്തരവാദിയായിരിക്കും :

ചരക്കുകൾ മാറുവാങ്ങുവാൻ ഉപേക്ഷ ചെയ്കയൊ വിസമ്മതിക്കുകയൊ ചെയ്യുന്നതിൽ ക്രേതാവിനുള്ള ബാദ്ധ്യത.

എന്നാൽ ഏതുവാങ്ങുവാൻ ക്രേതാവു് ഉപേക്ഷ ചെയ്കയോ വിസമ്മതിക്കയൊ ചെയ്യുന്നതു കൊണ്ടു നിരോധിക്കുന്നതിനു തുല്യമായിരിക്കുന്ന സംഗതിയിൽ വിക്രയിയുടെ അവകാശങ്ങൾക്കു ഒരു വകുപ്പിലെ യാതൊന്നും ബാധകമായിവരുന്നതല്ല.

6 – 10 അദ്ധ്യായം.

വില കിട്ടിട്ടില്ലാത്ത വിക്രയിക്ക ചരക്കുകളിന്മേലുള്ള അവകാശങ്ങൾ.

"വില കിട്ടിട്ടില്ലാത്ത വിക്രയി" എന്നതിന്റെ അർത്ഥം.

45. (1) (a) വില ഉടനെ കൊടുക്കുകയൊ വെച്ചുകാട്ടുകയൊ ചെയ്യാതിരിക്കുമ്പോഴും,

(b) നിശ്ചയ സംഗതിയായി വിലയടക്കൽ എന്ന നിലക്കു ഒരു ഉണ്ടിഒയൊ മറ്റു കൈമാറപത്രമൊ കിട്ടുകയും ആ ഉണ്ടിഒയൊ പത്രമൊ ഏതു നിശ്ചയത്തിന്മേൽ കൈപ്പറ്റിയിരിക്കുന്നുവൊ ആ നിശ്ചയം ആ പത്രനിക്ഷേപം ഹേതുവായൊ മറ്റു പ്രകാരത്തിലൊ നിറവേറാതിരിക്കയും ചെയ്തിട്ടുണ്ടൊ

ചരക്കു വിക്രയിക്കു ഒരു അർത്ഥിന്റെ മേൽപ്രകാരം "വില കിട്ടിട്ടില്ലാത്ത വിക്രയി" എന്ന അധികാരമുണ്ടു്.

(2) ഈ അദ്ധ്യായത്തിൽ "വിക്രയി" എന്ന പദത്തിൽ ഒരു വിക്രയിയുടെ നിലയിലുള്ള വല്ല അർത്ഥം,—ഉദാഹരണം കേവലം പേരും പൂർണ്ണാധികാരമില്ലാതിരിക്കുന്ന വിക്രയിയുടെ ഒരു കാര്യസ്ഥൻ, അല്ലെങ്കിൽ താൻതന്നെ വില കൊടുക്കുകയൊ വിലയതു കിട്ടി ഉത്തരവാദിയായിരിക്കുകയൊ ചെയ്യുന്ന മറ്റൊരു അർത്ഥമല്ലെങ്കിൽ കാര്യസ്ഥൻ,—ഉൾപ്പെട്ടിട്ടുണ്ടാകുന്നു.

വില കിട്ടിട്ടില്ലാത്ത വിക്രയിക്കുള്ള അവകാശങ്ങൾ.

46. (1) ഒരു അർത്ഥിയേയും തല്ലാലം നടപ്പിലുള്ള വല്ല നിയമത്തിലേയും നിയമസ്ഥനാക്കുക ഉൾപ്പെടുന്ന ചരക്കുകളുടെ ഉടമയവകാശം ക്രേതാവിനു ചേർന്നിരുന്നാലും കൂടി, വില കിട്ടിട്ടില്ലാത്ത ചരക്കു വിക്രയിക്കു ആ നിലയിൽ നിയമതാല്പര്യപ്രകാരം—

(a) ചരക്കുകൾ തന്റെ കൈവശം ഇരിക്കുന്ന കാലത്തു ക്രേതാവിന്റെ വിലക്കു വേണ്ടി പിടിച്ചുവെക്കുവാൻ ചരക്കുകളിന്മേൽ ഒരു അവകാശവും,

(b) ക്രേതാവു് നിശ്ചയനായിത്തീർന്നിരിക്കുമ്പോഴും, ചരക്കുകൾ വിക്രയിയുടെ കൈവശം വിട്ടുപോയ ശേഷം, കടത്തിക്കൊണ്ടുപോകുന്ന കാലത്തു അവയെ തടഞ്ഞുവെപ്പാൻ ഒരു അവകാശവും,

(ഗ) ഒരു തുകയിനാൽ കുറച്ചുപറ്റുത്തിയിരിക്കുമ്പോഴെ ചീ ട്ടും വിലയും നടത്തുവാൻ ഒരു അവകാശവും,

ഉണ്ടായിരിക്കുന്നതാണു".

(2) ചരക്കുകൂടെ ഉടമയവകാശം ക്രേതാവിനു ചെന്നുചേർന്നിട്ടില്ലാത്ത സംഗതിയിൽ, വില കിട്ടീട്ടില്ലാത്ത വിക്രയിക്ക തന്റെ മറ്റു നിവൃത്തിമാർഗ്ഗങ്ങൾക്ക പുറമെ, ഉടമയവകാശം ക്രേതാവിനു ചെന്നുചേർന്നിരുന്നാൽ പിടിച്ചുവെപ്പാനും കടത്തിക്കൊണ്ടുപോകുന്ന വഴിക്ക തടഞ്ഞുവെപ്പാനും ആയാംക്കുള്ള അവകാശങ്ങൾക്ക അനുബന്ധമായും സമ്പ്രാപ്തിയോടു കൂടിയും, ചരക്കുകം എടുപ്പിച്ചുകൊടുക്കുന്നതിനും ഒരു അവകാശം ഉണ്ടായിരിക്കുന്നതാണു".

വില കിട്ടീട്ടില്ലാത്ത വിക്രയിക്ക പിടിച്ചുവെപ്പാനുള്ള അവകാശം.

47. (1) വില കിട്ടീട്ടില്ലാത്ത വിക്രയിയുടെ കൈവശത്തിൽ ചരക്കുകം ഇരിക്കുമ്പോം അവയുടെ വില ആയാംക്ക കൊടുക്കുകയൊ വെച്ചുകൊടുക്കയൊ ചെയ്യുന്നതുവരെ അവയെ കൈവശത്തിൽതന്നെ വെച്ചുകൊണ്ടിരിക്കുന്നതിനു ഒരു തുകയിലെ നിബന്ധനകംകൊംപ്പെട്ട് താഴെ പറയുന്ന സംഗതികളിൽ ആയാംക്ക അവകാശമുണ്ടായിരിക്കുന്നതാണു". അതായതു: —

വിക്രയിക്ക പിടിച്ചുവെപ്പാനുള്ള അവകാശം.

(എ) കടംകൊടുക്കുന്നതു സംബന്ധിച്ചു" യാതൊരു നിബന്ധനയും കൂടാതെ ചരക്കുകം വിറ്റിരിക്കുമ്പോം;

(ബി) കടമായി ചരക്ക വിട്ടുകയും കടത്തിന്റെ കാലാവധി കഴിയുകയും ചെയ്യുന്ന സംഗതിയിത;

(സി) ക്രേതാവു" നിർഗ്ഗുനനായിത്തീരുന്ന സംഗതിയിൽ,

(2) വിക്രയി ക്രേതാവിന്റെ കാര്യസ്ഥനൊ ഭരമേല്പുകാരനൊ എന്ന നിലയിൽ ചരക്കുകം കൈവശം വെച്ചുകൊണ്ടിരിക്കുന്നതാണെങ്കിലുംകൂടി പിടിച്ചുവെപ്പാൻ വിക്രയിക്കുള്ള അവകാശം അയാം നടത്താവുന്നതാണു".

ഏതാനും ഭാഗം എടുപ്പിച്ചുകൊടുക്കേണ്ടതു.

48. വില കിട്ടീട്ടില്ലാത്ത വിക്രയി ചരക്കുകം ഏതാനും ഭാഗം എടുപ്പിച്ചുകൊടുത്തിരിക്കുന്ന സംഗതിയിൽ പിടിച്ചുവെപ്പാൻ തനിക്കുള്ള അവകാശം അയാം ബാക്കിയിന്മേൽ പ്രയോഗിക്കാതിരിക്കുന്നതാണു". എന്നാൽ അങ്ങനെ ഏതാനും ഭാഗം എടുപ്പിച്ചുകൊടു

ത്തു, പിടിച്ചുവെപ്പാൻ തനിക്കുള്ള അവകാശം വിട്ടൊഴിയുവാൻ സമ്മതിച്ചിരിക്കുന്നു എന്നു കാണിക്കുന്ന അവസ്ഥകളിൽ അതുപോലെ അങ്ങനെ ചെയ്യാൻ പാടുള്ളതുമല്ല.

പിടിച്ചുവെപ്പാനുള്ള അവകാശം അവസാനിപ്പിക്കൽ.

49. (1) (a) വില കിട്ടീട്ടില്ലാത്ത വിക്രയി, ചരക്കുകൾ കൈകൊണ്ടു ചെയ്യുന്നതിനുള്ള അവകാശം കൈവിട്ടുകളഞ്ഞിട്ടു, ക്രേതാവിനു എത്തിച്ചുകൊടുക്കുന്നതിനു വേണ്ടി ചരക്കുകൾ ഒരു കടത്തുകാരനോ മറ്റു കരേല്പുകാരനോ ഏല്പിച്ചുകൊടുക്കുമ്പോഴും,

(b) ക്രേതാവിന്റെ അയാളുടെ കാര്യസ്ഥന്റെ ചരക്കുകളുടെ കൈവശം ന്യായമായി സിദ്ധിക്കുമ്പോഴും,

(c) പിടിച്ചുവെപ്പാനുള്ള അവകാശം വിട്ടൊഴിഞ്ഞിരിക്കുമ്പോഴും,

വില കിട്ടീട്ടില്ലാത്ത വിക്രയിക്കു പിടിച്ചുവെപ്പാനുള്ള അവകാശം നഷ്ടമായിപ്പോകുന്നു.

(2) ചരക്കുകളിന്മേൽ പിടിച്ചുവെപ്പാൻ അവകാശമുള്ള വില കിട്ടീട്ടില്ലാത്ത വിക്രയിക്കു ചരക്കുകളുടെ വിലക്കുവേണ്ടി ഒരു വിധിതാൻ സമ്പാദിച്ചിട്ടുണ്ടെന്നു കാണുന്നതാൽമാത്രം പിടിച്ചുവെപ്പാനുള്ള അവകാശം നഷ്ടമാകുന്നതല്ല.

കടത്തുകാരിൽ വെച്ചു കടയാനുള്ള അവകാശം.

50. ചരക്കുകളുടെ ക്രേതാവു നിർധനനായിത്തീർന്നപക്ഷം, ചരക്കുകളുടെ കൈവശംവിട്ട വിലകിട്ടീട്ടില്ലാത്ത വിക്രയിക്കു വഴിവെച്ചു അവയെ തടയുന്നതിനും ഒരു തുക്കിലെ നിബന്ധനകൾപ്രകാരം അവകാശപ്പെട്ട അവകാശമുണ്ടായിരിക്കുന്നതാണ്. അതായതു അവയെ കടത്തിക്കൊണ്ടുപോകുന്ന കാലത്തു അയാൾ അവയെ വീണ്ടും കൈവശമാക്കുകയും വില കൊടുക്കുകയോ ചെയ്യുകയോ ചെയ്യുന്നതുവരെ അവയെ ചെയ്തുകൊണ്ടിരിക്കുകയും ചെയ്യാം.

കടത്തുകാരൻ.

51. (1) ക്രേതാവിനു എത്തിച്ചുകൊടുക്കുന്നതിനുവേണ്ടി ഒരു കടത്തുകാരനോ മറ്റു കരേല്പുകാരനോ ഏല്പിച്ചുകൊടുത്ത സാധനം ഉടൻ ആ കടത്തുകാരന്റെയോ കരേല്പുകാരന്റെയോ ചരക്കിനിന്നു ക്രേതാവോ ആ ആവശ്യത്തിനുവേണ്ടി അയാളുടെ കാര്യസ്ഥനോ മറ്റാരുമാണെന്നു സമ്മതപ്പെടുത്തുകയും ചരക്കുകൾ കടത്തിക്കൊണ്ടുപോകുന്ന വഴിയിലാണെന്നു കണ്ടുതന്നെയാണ്.

(2) നിശ്ചയിച്ച സ്ഥലത്തു ചെന്നുചേരുന്നതിനു മുമ്പു, ക്രേതാവോ ആ ആവശ്യാർത്ഥം അയാളുടെ കാര്യസ്ഥനോ അവയെ ഏറ്റുവാങ്ങുന്നതായാൽ, കടത്തിക്കൊണ്ടുപോകുന്നതു അവസാനിക്കുകയും ചെയ്യും.

(3) നിശ്ചയിച്ച സ്ഥലത്തു ചരക്കുകൾ എത്തിയതിശേഷം കടത്തുകാരനോ മറ്റു മദ്ധ്യേപ്പുകാരനോ താൻ ക്രേതാവിനു വേണ്ടി അവയെ കൈവശംവെച്ചുകൊണ്ടിരിക്കുന്നുവെന്നു ക്രേതാവിനോടോ അയാളുടെ കാര്യസ്ഥനോടോ സമ്മതിക്കുകയും, ക്രേതാവിന്നോ അയാളുടെ കാര്യസ്ഥനോ വേണ്ടി മദ്ധ്യേപ്പുകാരനെന്ന നിലയിൽ അവയെ തുടർന്നു കൈവശംവെച്ചുകൊണ്ടിരിക്കുകയും ചെയ്യുന്നപക്ഷം, കടത്തിക്കൊണ്ടുപോകുന്നതു അവസാനിക്കുന്നതും, ക്രേതാവു അവയെ മറ്റൊരുസ്ഥലത്തേക്കു കൊണ്ടുപോകുമെന്നു സൂചിപ്പിക്കുന്നതുകൊണ്ടു കാര്യാവസ്ഥ ഭേദപ്പെടാത്തതും ആണു".

(4) ക്രേതാവു ചരക്കുകൾ ഉപേക്ഷിക്കുകയും കടത്തുകാരനോ മറ്റു മദ്ധ്യേപ്പുകാരനോ അവയെ തുടർന്നു കൈവശം വെച്ചുകൊണ്ടിരിക്കുകയും ചെയ്യുന്നതായാൽ അവയെ മാക്കിയെടുക്കുവാൻ വിശ്വസിച്ചിരുന്നാലും കൂടി കടത്തിക്കൊണ്ടുപോകുന്നതു അവസാനിച്ചതായിക്കരുതിക്കൂടുന്നതല്ല.

(5) ക്രേതാവു കൂലിക്കു വാങ്ങിയ ഒരു കപ്പലിൽ ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുമ്പോൾ, കപ്പിത്താൻ ഒരു കടത്തുകാരന്റെ നിലയിലോ ക്രേതാവിന്റെ കാര്യസ്ഥനെന്ന നിലയിലോ അവയെ കൈവശം വെച്ചുകൊണ്ടിരിക്കുന്നതു എന്നു ചോദ്യം ആ പ്രത്യേക സംഗതിയിലെ കാര്യാവസ്ഥകളെ ആശ്രയിച്ചിരിക്കും.

(6) കടത്തുകാരനെക്കിലും മറ്റു മദ്ധ്യേപ്പുകാരനെക്കിലും ക്രേതാവിന്നോ ആ ആവശ്യാർത്ഥം അയാളുടെ കാര്യസ്ഥനോ ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുവാൻ ന്യായമായി വിസമ്മതിക്കുന്നതായാൽ കടത്തിക്കൊണ്ടുപോകുന്നതു അവസാനിച്ചതായിക്കരുതേണ്ടതാണു".

(7) ക്രേതാവിന്നോ ആ ആവശ്യത്തിനു അയാളുടെ കാര്യസ്ഥനോ ചരക്കുകൾ വഹിയ്ക്കുന്നതിനു ഭാഗം എല്പിച്ചുകൊടുത്തിരിക്കുന്ന സംഗതിയിൽ, മുഴുവൻ ചരക്കുകളുടെയും കൈവശം ഒഴിഞ്ഞുകൊടുപ്പാനുള്ള ഒരു ഒത്തുസമ്മതമുണ്ടെന്നു കാണിക്കുന്ന അവസ്ഥകളിൽ അങ്ങനെ എതാനും ഭാഗം എല്പിച്ചുകൊടുത്തിട്ടുണ്ടായിരുന്നാലൊഴികെ, കടത്തിക്കൊണ്ടുപോകുന്ന വഴിമദ്ധ്യേ ബാക്കിയുള്ള ചരക്കുകൾ തടയാവുന്നതാണു".

52. (1) ചരക്കുകൾ യഥാർത്ഥത്തിൽ കൈവശത്തിൽ എടുത്തതോ ചരക്കുകൾ കൈവശമുള്ള കടത്തുകാരനോ ഇടനിലക്കാരനോ തന്റെ തീരുമാനപ്രകാരം അറിയിപ്പു കൊടുത്തതോ, വിലകിട്ടീട്ടില്ലാത്ത വിൽപ്പന കടത്തുവഴിക്കു തടയുവാൻ തനിക്കുള്ള അവകാശം നടത്താം. ആ അറിയിപ്പു ചരക്കുകൾ യഥാർത്ഥത്തിൽ കൈവശമുള്ള ആൾക്കോ അയാളുടെ ഗുമസ്തനിലോ കൊടുക്കാവുന്നതാണ്. ഗുമസ്തനിലുള്ള അറിയിപ്പു കൊടുക്കുന്നപക്ഷം, അറിയിപ്പു ഫലപ്രദമായിത്തീരണമെങ്കിൽ, വിൽപ്പനയിന്മേൽ ചരക്കു എടുപ്പിച്ചുകൊടുക്കുന്നതു തടുക്കുവാൻ തക്ക സമയത്തു തന്നെ പണിക്കാരനോ കാര്യസ്ഥനോ ഗുമസ്തനോ ന്യായമായ ശ്രദ്ധയോടെ പ്രവർത്തിക്കുന്നപക്ഷം ആ അറിയിപ്പു എത്തിച്ചുകൊടുക്കത്തക്ക സമയത്തും അവസ്ഥകളിലും ആയതു കൊടുത്തിരിക്കുകയും വേണം.

കടത്തിനിടയ്ക്കുവിൽക്കുന്ന വഴിക്കു തടസ്ഥിതിക്കു കടമാണത്തു.

(2) ചരക്കുകൾ കൈവശമുള്ള കടത്തുകാരനോ മറ്റു മേലാളുകാരനോ വഴിയിൽ തടയുന്നതിനെപ്പറ്റി വിൽപ്പന അറിയിപ്പു കൊടുക്കുമ്പോൾ, ആയാൾ വിൽപ്പനക്കാരനായാളുടെ ചെലവിൽ അവരെ തിരിച്ചോ ചരക്കുകൾ മടക്കിഎടുപ്പിക്കേണ്ടതാണ്. അങ്ങനെ മടക്കി എടുപ്പിക്കുന്നതിന്റെ ചെലവുകൾ വിൽപ്പനക്കാരൻ കൊടുക്കുകയും വേണം.

പിന്നീടു വിൽപ്പന.

53. (1) ൽ ആക്ടിലെ നിബന്ധനകൾക്കുപ്പെട്ട്, വിലകിട്ടീട്ടില്ലാത്ത വിൽപ്പനയിക്കു പിടിച്ചുവെപ്പാനുള്ള അവകാശത്തിനോ വഴിക്കു തടയുവാനുള്ള അവകാശത്തിനോ, ക്രേതാവു നടത്തിയിരിക്കാവുന്ന വല്ല വിൽപ്പനയോ മറ്റു കൈമാറ്റമോ, അതിനു വിൽപ്പന സമ്മതിച്ചിട്ടില്ലാത്തകാലം, ബാധകമായി വരുന്നതല്ല:

ക്രേതാവു കീഴ്വിൽപ്പന നടത്തുകയോ ചരക്കുകളുടെ ഉടമസ്ഥതയോ കയ്യാങ്കയോ ചെയ്തതുകൊണ്ടുള്ള ഫലം.

എന്നാൽ ചരക്കുകളുടെ ക്രേതാവോ അവയുടെ ഉടമസ്ഥനോ എന്ന നിലക്കു ചരക്കുകൾമേലുള്ള ഒരു അവകാശമോ രേഖയോ വല്ല ആൾക്കും കൊടുത്തിരിക്കുകയോ ന്യായമായി കൈമാറം ചെയ്തിരിക്കുകയോ ചെയ്യും, ഉത്തമവിശ്വാസമായും പ്രതിഫലം കൊടുത്തും ആ രേഖ സമ്പാദിക്കുന്ന ഒരാൾക്കു ആ ആൾ അതു കൈമാറംചെയ്യുകയും ചെയ്തപക്ഷവും, അപ്പോൾ നടവിൽ പറഞ്ഞ ഒരു കൈമാറം ഒരു വിൽപ്പനയായിരുന്നാൽ വിലകിട്ടീട്ടില്ലാത്ത വിൽപ്പനയിക്കു പിടിച്ചുവെ

പ്പാനും വഴിയിൽ തടയുവാനും ഉള്ള അവകാശം പോയ്പോകുന്നതും, ഒടുവിൽ ചന്തയെ ആ കൈമാറ്റം ഒരു പണയമോ വിലവാങ്ങിയുള്ള മറ്റു കൈകാര്യമോ ആയിരുന്നാൽ വിലകിട്ടീട്ടില്ലാത്ത വിക്രയിക്ക പിടിച്ചുവെപ്പാനും വഴിയിൽ തടയുവാനും ഉള്ള അവകാശം, കൈമാറ്റം കിട്ടിയ ആളുടെ അവകാശങ്ങൾക്കുംപ്പെട്ട് മാത്രം നടത്താവുന്നതും ആകുന്നു.

(2) കൈമാറ്റം പണയമായിരിക്കുന്ന സംഗതിയിൽ, പണയംമൂലം ഉറപ്പിച്ചിട്ടുള്ള സംഖ്യ ആദ്യംതന്നെ കഴിയുന്നേടത്തോളം പണയക്കാരന്റെ കൈവശമുള്ളവയും ക്രേതാവിനു എതിരായി ഉപയോഗപ്പെടുത്താവുന്നവയുമായ രേഖകളിലും ഉറപ്പുകളിലും നിന്നു വസൂലാക്കണമെന്ന വിലകിട്ടീട്ടില്ലാത്ത വിക്രയി പണയക്കാരനോടു ആവശ്യപ്പെടാവുന്നതാണു.

54. (1) ഒരു വകുപ്പിലെ നിബന്ധനകൾക്കുംപ്പെട്ട്, വിലകിട്ടീട്ടില്ലാത്ത വിക്രയിക്ക പിടിച്ചുവെപ്പാനൊ വഴിയിൽ തടയുവാനൊ ഉള്ള അവകാശം അയാൾ നടത്തുന്നതുകൊണ്ടുമാത്രം ഒരു വില്പനക്കരാറു ഉണ്ടുപ്പെട്ടുന്നതല്ല.

പിടിച്ചുവെപ്പാനുള്ള അവകാശം ഹേതുവശയാ വഴിയിൽ തടയുന്നതുകൊണ്ടും മറ്റും സംഭാരണത്തിയിരിക്കുന്ന ഉടമ്പടിപ്പുന്നതല്ല.

(2) ചരക്കുകൾ മുഴുവൻ കേടുവരാത്തക്ക സ്വഭാവത്തിലുള്ളവയായിരുന്നാലൊ, പിടിച്ചുവെപ്പാനുള്ള അവകാശമൊ വഴിയിൽ തടയുവാനുള്ള അവകാശമൊ നടത്തിയിരിക്കുന്ന വിലകിട്ടീട്ടില്ലാത്ത വിക്രയി വീണ്ടും വില്പാൻ തനിക്കുള്ള ഉദ്ദേശത്തെപ്പറ്റി ക്രേതാവിനു അറിയിപ്പു കൊടുക്കുന്ന പക്ഷമൊ, ന്യായമായ ഒരു സമയത്തിനുള്ളിൽ ക്രേതാവു വില കൊടുക്കുകയൊ വെച്ചുകാട്ടുകയൊ ചെയ്യാതിരുന്നാൽ, വിലകിട്ടീട്ടില്ലാത്ത വിക്രയി ചരക്കുകൾ വീണ്ടും വിറ്റു ആദ്യ ക്രേതാവിന്റെ കരാറു ലംഘനംമൂലം ഉണ്ടാകുന്ന വല്ല നഷ്ടത്തിനും അയാളുടെ പക്കൽനിന്നു പ്രതിഫലം വസൂലാക്കാവുന്നതും ഏന്നാൽ വീണ്ടും വില്പനമൂലം ഉണ്ടാകുന്ന വല്ല ലാഭത്തിനും ക്രേതാവിനു അവകാശമുണ്ടായിരിക്കുന്നതല്ലാത്തതും ആകുന്നു. ആവക അറിയിപ്പു കൊടുക്കാതിരുന്നാൽ ആവക നഷ്ടം വസൂലാക്കുന്നതിനു വിലകിട്ടീട്ടില്ലാത്ത വിക്രയിക്ക അവകാശമുണ്ടായിരിക്കുന്നതല്ലാത്തതും വീണ്ടും വില്ക്കുന്നതുകൊണ്ടു വല്ല ലാഭവും ഉണ്ടായാൽ ക്രേതാവിനു അതിനു അവകാശമുണ്ടായിരിക്കുന്നതും ആകുന്നു.

(3) പിടിച്ചുവെക്കാനുള്ള അവകാശമൊ വഴിയിൽ തടയുവാനുള്ള അവകാശമൊ നടത്തിയിരിക്കുന്ന വിലകിട്ടീട്ടില്ലാത്ത വിക്രയി

ചരക്കുകൾ വീണ്ടും വില്പനചെയ്യുന്നപക്ഷം ആദ്യക്രേതാവിനു വീണ്ടും വില്പനയെപ്പറ്റി യാതൊരു അറിയിപ്പും കൊടുത്തിട്ടില്ലെങ്കിലും കൂടി ആദ്യക്രേതാവിനു എതിരായി രണ്ടാം ക്രേതാവിനു ആ ചരക്കുകളുടെ കാര്യത്തിൽ നല്ല അവകാശം സിദ്ധിക്കുകയും ചെയ്യും.

(4) ക്രേതാവു വീഴ്ച ചെയ്യുന്നപക്ഷം വീണ്ടും വില്പാനുള്ള ഒരു അവകാശം തനിക്കുണ്ടായിരിക്കുമെന്നു വിക്രയി വ്യക്തമായി കാണിച്ചിരിക്കുകയും ക്രേതാവു വീഴ്ചചെയ്യുമ്പോൾ ചരക്കുകൾ വീണ്ടും വില്ക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ ആദ്യത്തെ വില്പനക്കരാറു യാതൊന്നാൽ ദുർബലപ്പെട്ടുപോകുന്നതാണു്. എന്നാൽ നഷ്ടത്തിനു വിക്രയിക്കു ഉണ്ടായേക്കാവുന്ന വല്ല തേപ്പുകൂലിയും ഉണ്ടാകുന്നതുമല്ല.

6 – ാം അദ്ധ്യായം.

ഒരു ഭാഗത്തിനുള്ള വ്യവഹാരങ്ങൾ.

വിക്രയിക്കുള്ള നിയന്ത്രിത സ്വത്തുക്കൾ.

55. (1) ഒരു വില്പനക്കരാറുപ്രകാരം ചരക്കുകളിലുള്ള ഉടമയവകാശം ക്രേതാവിനു ചെന്നു ചേരുകയും കരാറിലെ നിബന്ധനകൾ അനുസരിച്ചു് ചരക്കുകൾക്കുള്ള വില കൊടുക്കുവാൻ ക്രേതാവു ന്യായമായി ഉപേക്ഷ കാട്ടുകയോ വിസമ്മതിക്കുകയോ ചെയ്യുകയും ചെയ്യുന്ന സംഗതിയിൽ ചരക്കുകളുടെ വിലക്കു വേണ്ടി വിക്രയി ആയാളുടെ മേൽ വ്യവഹരിപ്പെടാവുന്നതാണു്.

വിലകിട്ടാനുള്ള വ്യവഹാരം.

(2) ഒരു വില്പനക്കരാറുപ്രകാരം, ചരക്കുകൾ എടുപ്പിച്ചു കൊടുക്കുന്നതിനെ ആഗ്രഹിച്ചില്ല എന്നാൽ നിശ്ചയിച്ച ഒരു ദിവസം വില കൊടുക്കുന്നതായിരിക്കുകയും, ആ വില കൊടുപ്പാൻ ക്രേതാവു ന്യായമായി ഉപേക്ഷ കാട്ടുകയോ വിസമ്മതിക്കുകയോ ചെയ്യുകയും ചെയ്യുന്ന സംഗതിയിൽ, ചരക്കുകളുടെ ഉടമയവകാശം കൈമാറിട്ടില്ലെങ്കിലും, ചരക്കുകൾ കരാറുപ്രകാരം ഉപയോഗപ്പെടുത്തിട്ടില്ലെങ്കിലും, വിക്രയി വിലക്കു വേണ്ടി ആയാളുടെ മേൽ വ്യവഹാരം നടത്താം.

56. ചരക്കുകൾ സ്വീകരിച്ചു വിലകൊടുപ്പാൻ ക്രേതാവു ന്യായമായി ഉപേക്ഷ കാട്ടുകയോ വിസമ്മതിക്കുകയോ ചെയ്യുന്നപക്ഷം സ്വീകരിക്കാത്തതു കൊണ്ടുള്ള നഷ്ടത്തിനുവേണ്ടി വിക്രയി ആയാളുടെ മേൽ വ്യവഹരിപ്പെടാവുന്നതാണു്.

സ്വീകരിക്കാത്തതിനുള്ള നഷ്ടം.

57. ക്രേതാവിന്നു ചരക്കുകൾ എല്പിച്ചുകൊടുപ്പാൻ വിക്രയി ന്യായമായി ഉപേക്ഷ ചെയ്കയോ വിസമ്മതിക്കുകയോ ചെയ്യുന്നതായാൽ, എല്പിച്ചു കൊടുക്കാത്തതിനാലുള്ള നഷ്ടത്തിന്നുവേണ്ടി ക്രേതാവു് വിക്രയിയുടെ മേൽ വ്യവഹാരപ്പെടാവുന്നതാണു്.

എല്പിച്ചുകൊടുക്കാത്തതിനുള്ള നഷ്ടം.

58. 1877 ലെ പ്രത്യേക നിയമങ്ങൾ ആക്ട് 2 - ാം അദ്ധ്യായത്തിലെ നിബന്ധനകൾക്കനുസരിച്ചു്, പ്രത്യേക ചരക്കുകളൊ നിർണ്ണയിക്കപ്പെട്ട ചരക്കുകളൊ എല്പിച്ചു കൊടുപ്പാനുള്ള കരാറു ലംഘനം സംബന്ധിച്ചുള്ള വല്ല വ്യവഹാരത്തിലും കോടതി അതിനു യുക്തമെന്നു തോന്നുന്നുപക്ഷം, വാദി അപേക്ഷ ചെയ്താൽ, നഷ്ടം കൊടുത്തു ചരക്കുകൾ തന്റെ കൈവശം വെച്ചുകൊണ്ടിരിക്കുന്നതിനുള്ള സ്വാതന്ത്ര്യം പ്രതിക്കു കൊടുക്കാതെ, കരാറു കൃത്യമായി നടത്തണമെന്നു അതിന്റെ വിധിയിലും കല്പിക്കാം. വിധി നിർണ്ണയഘടിതമായൊ, നഷ്ടത്തെയും വിലയൊ മറ്റൊ കൊടുക്കുന്നതിനെയും സംബന്ധിച്ചു് ന്യായമെന്നു കോടതിക്കു തോന്നാവുന്ന നിബന്ധനയോടു കൂടിയൊ ആയിരിക്കാവുന്നതും, വിധിക്കു മുമ്പെ വല്ല സമയത്തും വാദി അപേക്ഷ ചെയ്യാവുന്നതും ആകുന്നു;

കരാറു കൃത്യമായി നടത്തിക്കൽ.

59. (1) ഉറപ്പു പറഞ്ഞിരിക്കുന്ന വിക്രയി ലംഘിച്ചാലൊ, വിക്രയി ഒരു നിബന്ധന ലംഘിക്കുന്നതു ഉറപ്പു പറഞ്ഞിരിക്കുന്നതിന്റെ ഒരു ലംഘനമായി കണക്കാക്കണമെന്നു ക്രേതാവു വിചാരിക്കയൊ അങ്ങനെ കരുതുവാൻ തയാറാണെന്നു നിശ്ചയിക്കയൊ ചെയ്യുന്നതായാലൊ, ഉറപ്പു പറഞ്ഞിരിക്കുന്നതു അങ്ങനെ ലംഘിച്ചതുകൊണ്ടു മാത്രം ചരക്കുകൾ ഉപേക്ഷിക്കുവാൻ ക്രേതാവിനു അവകാശമുണ്ടായിരിക്കുകയില്ല;

ഉറപ്പു പറഞ്ഞിരിക്കുന്നതു ലംഘിച്ചാൽ നിയമ ഫലം.

എന്നാൽ തയാറാണെങ്കിൽ—

(a) വിലകൊടുക്കുന്നതിനൊ അതു ഇല്ലാതാക്കുന്നതിനൊ ഉറപ്പു ലംഘനം ഒരു ന്യായമായി വിക്രയിക്കു എതിരായി കൊള്ളിക്കയൊ, അല്ലെങ്കിൽ

(b) ഉറപ്പു ലംഘനത്തിനു നഷ്ടംവെച്ചു കിട്ടുവാൻ വിക്രയിയുടെ മേൽ വ്യവഹാരപ്പെടുകയൊ,

ചെയ്യാവുന്നതാണു്.

(2) വില കറക്കുന്നതിനോ ഇല്ലാതാക്കുന്നതിനോ ഉള്ള ലംഘനം ഒരു ന്യായമായി ക്രേതാവ് കൊള്ളലിച്ചിരിക്കുന്ന ഏതു സംഗതി, അയാൾക്ക കൂടുതലായി വല്ല നഷ്ടവും ഉണ്ടായിട്ടുണ്ടെങ്കിൽ ആ ഉടമ്പ ലംഘനത്തിനുൽ തന്നെ പ്രവർത്തിപ്പെടുന്നതിനു തടസ്സമായിവരുന്നതല്ല.

നിശ്ചിത തീയതിക്ക മുമ്പ കരാറു നിറുത്തിക്കുന്നതായാൽ, മറെറാ കക്ഷി കരാറു നിലവിലുള്ളതായി കരുതി ഫയലിച്ചു കൊടുക്കുന്നതിനുള്ള തീയതി വരെ കാത്തുകയും, കരാറു ഒഴിച്ചുപ്പെടുത്തിയതായി കരുതി ലംഘനത്തിനുള്ള നഷ്ടത്തിനു വേണ്ടി പ്രവർത്തിപ്പെടുകയോ ചെയ്യാവുന്നതാണ്.

61. (1) നിയമപ്രകാരം പലിശയോ പ്രത്യേക നഷ്ടമോ വസൂലാക്കാവുന്ന വല്ല സംഗതിയിലും, പലിശയോ പ്രത്യേക നഷ്ടമോ വസൂലാക്കുന്നതിനെങ്കിലും, പണം ഏതൊരു കാര്യത്തിനു കൊടുത്തുവെന്ന തർക്കോയ്മ നിമിത്തമായാൽ പണം തടഞ്ഞിവാങ്ങുന്നതിനെങ്കിലും, വിക്രയിക്കോ ക്രേതാവിനോ ഉള്ള അവകാശത്തിനു ഒരു തരുകിലെ യാതൊന്നും ബാധിക്കുന്നതല്ല.

നഷ്ടം മത പലിശയും പ്രത്യേക നഷ്ടവും.

(2) വിചാരണയായ ഒരു കരാറു ഇല്ലാത്തപക്ഷം,—

(a) വിലക്കു വേണ്ടി വിക്രയം ബാധിപ്പിക്കുന്ന രണ്ടാമ്പ വ്യവഹാരത്തിൽ, ചരക്കുകൾ പൊച്ചുകൊടുക്കേണ്ട തീയതി മുതലെങ്കിലോ വില കിട്ടേണ്ടിയിരുന്ന തീയതി മുതലെങ്കിലോ വിക്രയിക്കേ,

(b) വിക്രയി നടത്ത ലംഘനം ചെയ്തിരിക്കുന്ന സംഗതിയിൽ വില തടഞ്ഞിട്ടിരിക്കുവാൻ വേണ്ടി ക്രേതാവു ബാധിപ്പിക്കുന്ന ഒരു വ്യവഹാരത്തിൽ അയാൾ പണം കൊടുത്ത തീയതി മുതലുള്ള ക്രേതാവിനും,

വില സംഖ്യയിന്മേൽ പലിശ നൽകേണ്ടതാണെന്നു തോന്നുന്ന നിരക്കിൽ പലിശ വിധിച്ചു കൊടുക്കാവുന്നതാണ്.

ചട്ടവേല.

ഉടമ്പടിയെ നിയന്ത്രണ ത്തിനു കീഴ്പെടുത്തൽ.

63. ഒരു വില്പനക്കരാറുണ്ടാക്കാനും വല്ല അവകാശമോ ചുമതലയോ ബാദ്ധ്യതയോ, നിയമപരമായോ ഉദ്ദേശ്യമായി ഉണ്ടാകുന്ന സംഗതിയിൽ അതിനെ വ്യക്തമായ ഉടമ്പടിയാലൊ, കക്ഷികൾ തമ്മിലുള്ള ഇടപാട നീതിയാലൊ, നാട്ടുനടപ്പു കണ്ടറിയൽ ഇവകൊണ്ടു ബാധിക്കുന്നതാണെങ്കിൽ അതിനാലോ നിഷേധിക്കപ്പെടാനോ ഭേദപ്പെടുത്തുകയൊ ചെയ്യാവുന്നതാണു്.

സ്ഥിരതയുള്ളതും അല്ലാത്തതുമായ കാര്യവസ്ഥയെ സംബന്ധിച്ച വിധേയങ്ങളുടെ.

64. ഒരു ആളിൽ ന്യായമായ കാലത്തെന്നു പറഞ്ഞിട്ടുള്ള ഇടയിൽ ന്യായമായർഥമോ എന്നായിരിക്കുമെന്നുള്ള കാര്യവസ്ഥയെ സംബന്ധിച്ചു ഒരു വിഷയമായിരിക്കും.

ലേലത്തിൽ വിളംബരം.

64.[1] ലേലം ചെയ്യപ്പെടുന്ന ഒരു വില്പനയുടെ സംഗതിയിൽ—

(1) ലേലക്കാരൻ വെവ്വേറെ ഓരോ കൂട്ടമായി വില്പനയ്ക്കുവയ്ക്കുമ്പോൾ ഓരോ കൂട്ടവും ഒരു പ്രത്യേക വില്പനക്കരാറിനുള്ള വിഷയമാണെന്നുള്ള പ്രഥമദൃഷ്ടി കരുതണം;

(2) ലേലം വിളിക്കുന്ന ആരും തന്റെയോ പതിവുള്ള മറ്റു വിധത്തിലൊ വില്പന പൂർത്തിയായി എന്നു അറിയിക്കുമ്പോഴും അതു പൂർത്തിയാകും; അങ്ങനെ അറിയിക്കുന്നതുവരെ വല്ല വിളിക്കാരനും തന്റെ വിളി പിൻവലിക്കുകയും ചെയ്യാം;

(3) ലേലത്തിൽ വിളികേൾക്കുവാനുള്ള അവകാശം വിൽക്കുയിയൊ അയാൾക്കു വേണ്ടിയൊ കരുതിയൊക്കാം, ആ അവകാശം അങ്ങനെ വ്യക്തമായിക്കരുതിയൊച്ചിരിക്കുമ്പോഴും, വിൽക്കുയിയൊ അയാൾക്കുവേണ്ടി വല്ല ആളൊ ഇതിനു ശേഷമുള്ള നിബന്ധന കൊണ്ടുപൊട്ടു ആ ലേലത്തിൽ വിളിക്കാവുന്നതു അല്ലാത്തപക്ഷം അങ്ങനെ വിളിച്ചുകൂടാത്തതും ആകുന്നു;

(4) വിൽക്കുയിക്കു വേണ്ടി വിളികേൾക്കാനുള്ള അവകാശത്തിനു ഉപപ്പെട്ടാണു് വില്പനയെന്നു പ്രസിദ്ധപ്പെടുത്താത്ത സംഗതിയിൽ വിൽക്കുയി താൻതന്നെ ആ വില്പനയിൽ വിളികേൾക്കുകയൊ. വിളികേൾക്കുവാനി മറ്റു വല്ല ആളെയും എർപ്പാടുചെയ്കയൊ

ചെയ്യുന്നതു നിയമവിരുദ്ധമായിരിക്കും. വിൽക്കയിയോ ആവക വല്ല ആളെയോ വിളിച്ചുകൊണ്ടുവരുന്നതു ലേലമിടുന്നതായാലും അതിനെക്കൊണ്ടു സഹികരിക്കുന്നതും നിയമവിരുദ്ധമായിരിക്കും. ഈ ചട്ടത്തിനു വിരുദ്ധമായുള്ള വല്ല വില്പനയും ബലിയായിട്ടുള്ളതാണെന്നു ക്രേതാവു കരുതുകയും ചെയ്യാം ;

(5) കരുതിവെച്ച ഒരു നിശ്ചിത സംഖ്യയിലോ ആദ്യ വിളിയുടെ സംഖ്യയിലോ കുറയാതെ വില്പനയൊന്നുമുണ്ടാകുന്നതുവരെ നിശ്ചയത്തിനു വിധേയപ്പെട്ടാണു വില്പന നടത്തുന്നതെന്നും പരസ്യപ്പെടുത്താം ;

(6) വില കൂട്ടുന്നതിനു വേണ്ടി കപടമായ വിളി വിൽക്കയിൽ ഉപയോഗിക്കുന്നപക്ഷം ക്രേതാവിന്റെ യുക്താനുസരണം വില്പന ഒഴിവുചെയ്യത്തക്കതായിരിക്കും.

1872 ലെ 9. 65. 1872 ലെ ഇന്ത്യൻ കരാർ ശാസ്ത്രം ആക്ട് 76 മുതൽ 123 വരെ വകുപ്പുകൾ ഇതിനാൽ ഒഴിവുചെയ്യപ്പെട്ടിരിക്കുന്നു.

ഒഴിവു.

കഴിവുകൾ.

65. (1) ഈ ആക്ടിലെയോ ഈ ആക്ടിനാൽ ഒഴിവുചെയ്യപ്പെട്ടിരിക്കുന്ന വല്ലതിലെയോ യാതൊന്നും—

(a) ഈ ആക്ട് നടപ്പായി വരുന്നതിനു മുമ്പെ സംഭവിച്ചതോ ഉണ്ടായതോ നേരിട്ടതോ ആയ വല്ല തേപ്പുകാരനിന്നും അവകാശബന്ധത്തിന്നോ മുതലാളിയെ ബാധ്യതക്കാരനോ, അല്ലെങ്കിൽ

(b) ആവക വല്ല തേപ്പുകാരനോ അവകാശബന്ധമോ മുതലായോ ബാദ്ധ്യതയായോ സംബന്ധിച്ചുള്ള വല്ല നിയമാനുസൃത നടപടികൾക്കോ നിവൃത്തി മാർഗ്ഗത്തിനോ, അല്ലെങ്കിൽ

(c) ഈ ആക്ട് നടപ്പായി വരുന്നതിനു മുമ്പു ചെയ്തതോ അനുഭവിച്ചതോ ആയ വല്ലതിനോ, അല്ലെങ്കിൽ

(d) ഈ ആക്ടിനാൽ വ്യക്തമായി ഒഴിവുചെയ്യപ്പെടാത്തതായി ചേർത്ത വില്പന സംബന്ധിച്ചുള്ള വല്ല നിയമത്തിനോ, അല്ലെങ്കിൽ

(e) ഈ ആക്ടിനോടു യോജിപ്പുകേടില്ലാത്ത വല്ല നിയമചട്ടത്തിനോ,

ബാധിക്കുകയോ ബാധിക്കുന്നതായിക്കുന്നുകയോ ചെയ്യുന്നതല്ല.

(2) ചരക്കു വില്പനക്കാരുകളെ സംബന്ധിച്ചുള്ള നിർവ്വചനം ഒരു ആക്ടിൽ എന്തു തന്നെ അടങ്ങിയിരുന്നാലും അവരെ ഇടൻ സംബന്ധിക്കുന്നതാണ്.

(3) വില്പനക്കാരുകളെ സംബന്ധിച്ചുള്ള ഒരു ആക്ടിലെ നിബന്ധനകൾ, പണയമോ വെറും പണയമോ ചാർജ്ജോ മറ്റു ഉറപ്പോ ആയിത്തീരുന്നതെന്നു കരുതിയിരിക്കുന്നതും ഒരു വില്പനക്കാരന്റെ മാതിരിയിലുള്ളതും ആയ വല്ല ഇടപാടിനും സംബന്ധിക്കുന്നതല്ല.

D. എന്ന ഫോംഗം.

ഖണ്ഡത്തെ കരിച്ചുള്ള കുറിപ്പുകൾ.

2 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡത്തിലെ അർത്ഥവിവരണങ്ങൾ 1893 ലെ ഇംഗ്ലീഷ് സെൽ ഓഫ് ഗുഡ്സ് ആക്ടിൽ (56 - ൽ, 57 - ൽ വിക്ടോറിയ 71 - മു അദ്ധ്യായം) നിന്നു എടുത്തിരിക്കയാണ്. 'ആ വകാശത്തെ' എന്നതിന്റെ അർത്ഥവിവരണത്തെപ്പറ്റിപ്പറയുകയാണെങ്കിൽ ആ ചട്ടം 1872 ലെ ഇന്ത്യൻ കോൺ ശാസ്ത്ര ആക്ടിലെ 102 - ൽ, 103 - ൽ, 108 - ൽ, 178 - ൽ വകുപ്പുകളിൽ ഉപയോഗിച്ചിട്ടുണ്ട്. താമസവും അറേചന്തും തമ്മിലുള്ള വ്യവഹാരത്തിൽ 43 ഐ.എ. 164, 1840 ലെ ഇന്ത്യൻ ല്യാലി ആക്ടിൽ അതിനുള്ള അർത്ഥം അതു ആ ചട്ടത്തിനുപൊട്ടന്നു പ്രിവികൌൺസിൽ തീർപ്പാക്കി. അതു ഇംഗ്ലീഷ് ആക്ടിലെ അർത്ഥവിവരണത്തെക്കാൾ വിസ്തൃതമായിട്ടുള്ളതാണു. അതിനാൽ അതു അന്വേഷിച്ചു അർത്ഥവിവരണം വിസ്തൃതപ്പെടുത്തിയിരിക്കുന്നു.

'ചരക്കുകൾ' എന്നതിന്റെ അർത്ഥവിവരണത്തിൽ ദാഹരിക്കും ചെയ്തും ഉൾപ്പെടുത്തീട്ടുണ്ട്. 1872 ലെ ഇന്ത്യൻ ആക്ട് 7 - ാം അദ്ധ്യായത്തിൽ ഉപയോഗിച്ചിരിക്കുന്ന 'ചരക്കുകൾ' എന്ന പദത്തിനു ഇംഗ്ലീഷ് നിയമത്തിൽ അതിനുള്ള അർത്ഥത്തെക്കാൾ വിശാലമായ അർത്ഥമുണ്ടെന്നും ദാഹരിച്ചു സൂചിപ്പിക്കേണ്ടതുകൊണ്ട് അതിലും ഉൾപ്പെടുത്തണമെന്നും ഫാസും മംഗലമാസും തമ്മിലുള്ള വ്യവഹാരത്തിൽ—ഐ.എൽ.ആർ. 46 ബോമ്പായി 489—തീർപ്പാക്കിയിരിക്കുന്നു. "മരത്തിൽനിന്നുണ്ടാകുന്ന ചരക്കുകൾ" എന്ന പദം അത്ര സുഖകരമല്ലെങ്കിലും സൌകര്യപ്രദമാണെന്നു തീരുമാനിച്ചിട്ടുണ്ട്. [അതെല്ലാവും വൂർസ്റ്റിയും തമ്മിലുള്ള വ്യവഹാരം (1898) 1 ച. 280 - ാം പേജു]. അതിനാൽ ഞങ്ങൾ അതിനെ അങ്ങനെ തന്നെ വെച്ചിരി

ക്കണം. പ്രത്യേകിച്ചും കൂടി ഉല്പന്നങ്ങളെ ഉൾപ്പെടുത്തുന്നതിനു വേണ്ടി 'ഉല്പാദിയതാ' എന്നപദം പ്രത്യേ ചേർത്ത ഇംഗ്ലീഷ് ആക്ടിന്റെ ദാതിരിയിൽ തന്നെ അതിനെ വിവരിച്ചിട്ടുണ്ട്.

ഇംഗ്ലീഷ് ആക്ടിൽ ഉപയോഗിച്ചിരിക്കുന്നതുപോലെ തന്നെ 'വില' എന്നതിന്റെ അർത്ഥവിവരണം ഞങ്ങൾ ചേർത്തിരിക്കുന്നു.

3 ാമത് ഖണ്ഡം.—ചരക്കുകളുടെ വില്പനയെപ്പറ്റിയുള്ള ഈ വ്യവഹാരം ഇന്ത്യൻ കരാർ ശാസ്ത്ര ആക്ടിൽനിന്നു എടുത്തതാണെങ്കിലും, നമ്മുടെ കരാർ സംബന്ധിച്ചുള്ള പൊതു നിയമത്തിന്റെ ഒരു ഭാഗമായിരിക്കും. അതിനാൽ ഇന്ത്യൻ കരാർ ശാസ്ത്ര ആക്ടിലെ പൊതുനിബന്ധനകൾ ഒരു ബില്ലിലെ പ്രത്യേക നിബന്ധനകളുമായി യോജിപ്പു കേടില്ലാതിരിക്കുന്നോടത്തോളം ചരക്കുവില്പനകരാറുകൾ തുടർന്നു സംബന്ധിക്കുന്നതാണെന്നു ഞങ്ങൾ ഈ ഖണ്ഡത്തിൽ നിബന്ധനചെയ്തിരിക്കുന്നു.

4 ാമത് ഖണ്ഡം.—ഇന്ത്യൻ ആക്ടിലെ 77 - ാം വകുപ്പിലുള്ള 'വിക്രയം' എന്നതിന്റെ അർത്ഥവിവരണം 78-ാം വകുപ്പോടുചേർത്തു വായിക്കുമ്പോൾ വലിയ കഴപ്പുണ്ടാകുന്നു. 78 - ാം വകുപ്പിന്റെ മാർജിനിലുള്ള കുറിപ്പു 'വിക്രയം എങ്ങനെ സാധിക്കും' എന്നാണു. 78 - ാം വകുപ്പിലെ ഒടുവിലത്തെ രണ്ടു പന്തികളിലും അനാവശ്യമായവയും കഴപ്പുണ്ടാക്കുന്നതുമായ കാരണമായിത്തീരുന്നവയും ആയ ഒട്ടുവളരെ പദങ്ങൾ ഉണ്ടു.

ഇംഗ്ലീഷ് ആക്ടിലെ 'വില്പന കരാർ' എന്നതിന്റെ അർത്ഥവിവരണത്തിൽനിന്നു രണ്ടു കാര്യങ്ങൾ, അതായതു (i) വില്പനയും, (ii) വില്പനയുള്ള ഉടമ്പടിയും ഉൾപ്പെടുത്തണമെന്നു കാണുന്നതാണു. ഇന്ത്യൻ ആക്ടിൽ ഒരു ഉടമ്പടിയും ഒരു കരാറും തമ്മിൽ വളരെ വ്യത്യാസമുണ്ടെന്നു വെച്ചിരിക്കുന്നതിനെപ്പറ്റി [2 - ാം വകുപ്പു (e) - ം, (h) - ം ഉപവകുപ്പുകളും 10 - ാം വകുപ്പും നോക്കുക] ആലോചിക്കുന്നതായാൽ, 'വില്പനയുള്ള ഉടമ്പടി' എന്ന പദം ഉപയോഗിക്കുന്നതു അനുചിതമല്ലെന്നു വരുന്നതാണു. എന്നാൽ ഇന്ത്യൻ ആക്ടിൽ ചരക്കുകളുടെ വിക്രയത്തെപ്പറ്റിയുള്ള അദ്ധ്യായം ഇപ്പോൾ നിലനിൽക്കുന്നതിനാൽ 'വില്പന' 'വില്പനകരാറു,' മറ്റും വില്പനയുള്ള കരാറു "വില്പനക്കുള്ള ഉടമ്പടി" എന്ന പദങ്ങൾ എന്തുകൊണ്ടോ കൂടാതെ ഉപയോഗിച്ചിരിക്കുന്നുവെന്നതാണു അതിനുള്ള സമാധാനം. ഒരു ഭാഗത്തു 'വില്പന' യും മറ്റു ഭാഗത്തു ഇംഗ്ലീഷ് ആക്ടിലെ 'വില്പന ഉടമ്പടിക്കു' തുല്യമായ

'വില്പനക്കരാറും' തമ്മിലുള്ള വ്യത്യാസം നിലനിൽക്കണമെന്നു ഉദ്ദേശിച്ചിരിക്കുന്നതായിത്തോന്നുന്നു. ഒരു അദ്ധ്യായത്തിൽ 'വില്പനക്കുള്ള ഉടമ്പടി' എന്ന പദം കാണുന്നതു രണ്ടു പ്രാവശ്യം മാത്രമായതു 83 – ം, 85 – ം വകുപ്പുകളിൽ, ഉപയോഗിച്ചിരിക്കുന്നതൊന്നും അതുള്ളതായ മറ്റൊരു കഴ്ചപ്പാടും ഒരു കാലത്തും ഉണ്ടായിട്ടില്ലെന്നും തോന്നുന്നു കാണുന്നു.

ബില്ലിലെ ഒരു ഖണ്ഡത്തിലും പിന്നീടുള്ള ഖണ്ഡങ്ങളിലും ഉപയോഗിച്ചിരിക്കുന്ന പദങ്ങൾ 'ചരക്കുകളുടെ ഉടമയവകാശം കൈമാറാം ചെയ്യുന്നതിൽ ചെന്നുചേരുക' എന്നിവയാണു. ചരക്കുകളുടെ വിൽക്കുയത്തെപ്പറ്റിയുള്ള അദ്ധ്യായത്തിലെ പല വകുപ്പുകളിലും ഇന്ത്യൻ ആക്ടിൽ പല പദങ്ങൾ, അതായതു, 'ഉടമയവകാശം കൈമാറംചെയ്യുക,' 'വില്പന പൂർത്തിയാക്കുക,' 'ഉടമയവകാശം ചെന്നുചേരുക' എന്നിവകളെ എവിടെയൊ ഒരേ അർത്ഥത്തിൽ തന്നെ യഥേഷ്ടം കൂടാതെ ഉപയോഗിച്ചിട്ടുണ്ടു. ഒരു ബില്ലിൽ എല്ലായിടത്തും 'ഉടമയവകാശം കൈമാറുക' (അല്ലെങ്കിൽ 'ചെന്നുചേരുക') എന്നു ഉപയോഗിക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു.

'ഉടമയവകാശം' എന്നതിന്റെ അർത്ഥം 2 (12) എന്ന ഖണ്ഡത്തിൽ വ്യക്തമാക്കിട്ടുണ്ടു.

5 എന്ന ഖണ്ഡം,—ഒരു വാഗ്ദാനകൊടുക്കലും പ്രതിഫലത്തോടുകൂടി അതിനെ സ്വീകരിക്കലും ചെയ്യുന്നതുകൊണ്ടു ഒരു കരാറുണ്ടാക്കുന്നുവെന്നു ഇന്ത്യൻ ആക്ടിൽ വിവരിച്ചിരിക്കുന്ന പൊതുപ്രമാണത്തെ അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ളതാണു. ഒരു ഖണ്ഡത്തിലെ (1) എന്ന ഉപഖണ്ഡം. ഇന്ത്യൻ ആക്ടിൽ ഇതിനു തുല്യമായ വകുപ്പ് 78 – ം വകുപ്പാണു. ഒരു വില്പന നടത്തുന്നതിനെയും ഉടമയവകാശം കൈമാറുന്നതിനെയുംപറ്റി അതിൽ പ്രതിപാദിച്ചിരിക്കുന്നു. ഒരു രണ്ടു കാര്യങ്ങളും വേർതിരിച്ചു പ്രത്യേകമായി നിർത്തുന്നതു നന്നായിരിക്കുമെന്നാണു ഞങ്ങളുടെ അഭിപ്രായം. ഒരു വില്പന നടത്തുന്നതിനെ സംബന്ധിച്ചേടത്തോളം, 78 – ം വകുപ്പിനു താഴെ പറയുന്ന ആക്ഷേപങ്ങൾ ഉണ്ടെന്നു തോന്നുന്നു :—

(1) അതിന്റെ മാർജിനിലെ കുറിപ്പിനനുസരിച്ചു വില്പനക്കുള്ള പൊതുവായ ഒരു ചട്ടം അതുമൂലം നിർണ്ണയിക്കണമെന്നു ഉദ്ദേശിച്ചിട്ടുണ്ടെങ്കിലും, നിർണ്ണയിക്കപ്പെട്ട ചരക്കുകളെ നിശ്ചയിച്ചു ഒരു വിലക്കു വില്ക്കുന്ന ഏറ്റവും ലളിതമായ വില്പനയെപ്പറ്റി മാത്രമേ അതിൽ പ്രതിപാദിച്ചിട്ടുള്ളൂ.

(ii) അത്തരം ഇടപാടുകൾ ചരക്കുകൾ വിൽപ്പനയെന്നു വ്യാഖ്യാനിക്കുകയും അവയെ ഒരു വിലപന സ്വീകരിക്കുകയും ചെയ്ത് ഒരു വിൽപ്പന നടത്താമെന്ന് പറയുന്നതുകൊണ്ടും, ഒരു വിൽപ്പന ആയിത്തീരുന്ന പല കാര്യാവസ്ഥകളെയും പറ്റി അതിൽ എടുത്തു പറഞ്ഞിരിക്കുന്നു, ഇങ്ങനെ പറഞ്ഞിരിക്കുന്നതു കൃത്യമായിട്ടുള്ളതോ പൂർണ്ണമായിട്ടുള്ളതോ അല്ല. ഗ്രഹിപ്പിക്കുന്ന സ്വഭാവത്തിലുള്ള ഒരു നിയമനിയമത്തിനു തുല്യസ്ഥാനമില്ല.

(iii) ഒരു വകുപ്പിൽ സ്വീകരിക്കുന്നതിനെപ്പറ്റി പറഞ്ഞിരിക്കുന്നതു ചരക്കുകൾ സ്വീകരിക്കുന്നതിനെപ്പറ്റിയാണ്. അല്ലാതെ വാങ്ങികൊടുക്കുന്നതു സ്വീകരിക്കുന്നതിനെപ്പറ്റിയല്ല. ചരക്കുകൾ സംബന്ധിച്ചു ഉപയോഗിക്കുന്ന 'സ്വീകരിക്കുക' എന്ന പദത്തിനു ഒരു പ്രത്യേക അർത്ഥമുണ്ട്. അതു ഒരു ബില്ലിലെ 42 - ാം വകുപ്പിൽ പറഞ്ഞിട്ടുണ്ട്.

(iv) വാങ്ങികൊടുക്കുകയും സ്വീകരിക്കുകയും ചെയ്യുന്നതോടുകൂടി ചരക്കുകൾ ഏതാനും കാലം എടുപ്പിച്ചുകൊടുത്താൽ വിൽപ്പന നടന്നതായിത്തീരുന്നതിലേക്കു രണ്ടിയാകുമെന്നു ഒരു വകുപ്പിൽ പ്രസ്താവിച്ചിട്ടുണ്ട്. എന്നാൽ ഒരു പൂർണ്ണ വിൽപ്പന നടത്തുന്നതിനു ഏതാനും കാലം ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുന്നതു മുഴുവൻ ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുന്ന മാതൃകയിലായിരിക്കണം, അതിനാൽ, ഒരു വകുപ്പിലെ നിബന്ധനകളെ 92 - ാം വകുപ്പിലെ നിബന്ധനകൾക്കപ്പുറപ്പെട്ട് വായിക്കേണ്ടതായിരുന്നു. [ഐ.എൽ.ആർ, 15, കൽക്കത്ത 1, 6 - ാം ഭാഗം.]

ഉടമ്പടികൾ ചെന്നാലോരുന്നതിനെപ്പറ്റി പറയുന്ന ഒരു വകുപ്പിന്റെ അടവിലത്തെ ഭാഗത്തെ സംബന്ധിച്ച്, ഒരു ബില്ലിലെ 3 - ാം അദ്ധ്യായത്തിനുപുറമുള്ള ഞെട്ടടെ വ്യാപ്യാനത്തിൽ ഒരു കരാറിന്റെ ഫലത്തെ സംബന്ധിക്കുന്ന നിബന്ധനകളെപ്പറ്റി പ്രതിപാദിച്ചിരിക്കുന്നോടത്തു തുലോചിക്കുന്നതാണു്.

ഒരു ചട്ടത്തിലെ (2) എന്ന ഉപചട്ടം ഇന്ത്യൻ ആക്ടിലെ 10 (2) എന്ന വകുപ്പിനെയും ഇംഗ്ലീഷ് ആക്ടിലെ 3 - ാം വകുപ്പിനെയും അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു്. " അല്ലാതെ നടപ്പിലുള്ള മറ്റു നിയമത്തിലെയും നിബന്ധനകൾക്കപ്പുറപ്പെട്ട് " എന്നീ പദങ്ങളെ ഒഴിച്ചു ഇംഗ്ലീഷ് ആക്ടിലെ വകുപ്പിലുള്ള ഏകാഗാരയോഗങ്ങളെപ്പോലെയുള്ള ക്ലൂപ്തനങ്ങൾ വിട്ടുകളഞ്ഞിരിക്കുന്നു.

6 എന്ന ഖണ്ഡം.—ഒരു ഖണ്ഡം ഇല്ലീഷ്യ ആക്ടിലെ 5 - ാം വകുപ്പിൽനിന്നു എടുത്തിരിക്കുന്നതാണു.

(2) എന്ന ഉപഖണ്ഡത്തെപ്പറ്റി പറയുന്നതായാൽ, അനിശ്ചിത കരാറുകളെപ്പറ്റി പ്രതിപാദിക്കുന്ന ഇന്ത്യൻ ആക്ടിലെ 31 മുതൽ 35 വരെ വകുപ്പുകളെപ്പറ്റി എടുത്തു പറയാവുന്നതാണു. മേലാവണ്ണമാകുന്ന ചരക്കുകൾ വില്പനയ്ക്കുള്ള ഒരു കരാർ ഒരു വില്പനക്കുള്ള ഉടമ്പടിയായിത്തീരുന്നതിനെപ്പറ്റി (3) എന്ന ഉപഖണ്ഡത്തിൽ വ്യക്തമാക്കുന്നു. ഒരു ഖണ്ഡത്തിൽ ചേർത്തിരിക്കുന്ന ചട്ടങ്ങൾ ഇല്ലീഷ്യ നിയമത്തിൽ സൂചിപ്പിച്ചിട്ടുള്ളവയാണു. (വില്പനയെപ്പറ്റി ബഞ്ചമിൻ എഴുതിയിട്ടുള്ള പുസ്തകത്തിന്റെ 6 - ാം പതിപ്പു 159 - ാം ഭാഗം നോക്കുക). അവയെ ഇന്ത്യൻ ആക്ടിലെ 87 - ാം, 88 - ാം വകുപ്പുകളിൽ സൂചിപ്പിച്ചിട്ടുണ്ടു. എന്നാൽ 87 - ാം, 88 - ാം വകുപ്പുകളിൽ ഒരു വിക്രയത്തെപ്പറ്റിയുള്ള നിയമം പൂർണ്ണമായി വിവരിച്ചിട്ടില്ലെന്നാണു. മേലാവണ്ണമാകുന്ന ചരക്കുകളെ ഇപ്പോഴും വില്പനയ്ക്കുള്ള ഒരു കരാർ, വില്പനയ്ക്കുള്ള ഒരു ഉടമ്പടിപോലെ മാത്രമേ പ്രബലപ്പെടുകയുള്ളുവെന്നു പ്രസ്താവിക്കുന്നതായി ഇല്ലീഷ്യ വകുപ്പിലുള്ളതുപോലെ ഒരു പ്രത്യേക ചട്ടം ഉണ്ടാക്കുന്നതു നന്നായിരിക്കുമെന്നു നാമും കരുതുന്നു. ആവക സംഗതികളിൽ ഉടമ്പടിക്കാരനെ കൈമാറം ചെയ്യുന്ന കാര്യത്തെപ്പറ്റി പ്രത്യേകമായി പ്രതിപാദിക്കുന്നതാണു" (20 - ാം ഖണ്ഡം നോക്കുക).

7 എന്ന ഖണ്ഡം.—ഒരു ഖണ്ഡം ഇല്ലീഷ്യ ആക്ടിലെ 6 - ാം വകുപ്പു അനുസരിച്ചുള്ളതാണു". ഒരു ചട്ടം പരസ്സരം തെറ്റുപിണയുന്നതിനെയോ നടത്തുവാനുള്ള അസാദ്ധ്യതയെയോ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു". (ചരക്കു വില്പനയെപ്പറ്റി ചാമ്മേഴ്സ് എഴുതിയിട്ടുള്ള പുസ്തകം 10 - ാം പതിപ്പു 30 - ാം ഭാഗം.) ഇന്ത്യൻ ആക്ടിലെ 7 - ാം അദ്ധ്യായത്തിൽ ഒരു ഉടമ്പടിയിന്മേൽ തുല്യമായ പ്രത്യേക നിബന്ധന യാതൊന്നുമില്ലെങ്കിലും അതിനടിസ്ഥാനമായുള്ള പൊതു തത്വത്തിന്മേൽ 20 - ാം വകുപ്പിൽ എഴുതി ചെയ്തിരിക്കുന്നു [ആ വകുപ്പിലെ (a) എന്നും, (b) എന്നും ഉദാഹരണങ്ങളും നോക്കുക.] ഇല്ലീഷ്യ ആക്ടിലെ 6 - ാം, 7 - ാം വകുപ്പുകളിൽ 'കേട്ടവഴിക' എന്നും 'കേട്ടുവന്ന' എന്നും പദങ്ങളുപയോഗിച്ചിരിക്കുന്നു. ഒരു പദത്തെപ്പറ്റി ചരക്കുകൾക്കു വന്നു വിക്രയമായി കേട്ടുവന്നാൽ മാത്രമല്ല കച്ചവടാർത്ഥപ്രകാരം തിരിച്ചു ഉപയോഗമില്ലാത്തവയായിത്തീർന്നാൽ 'ഉടി,—തന്നെ

യുള്ള ആ നിലക്ക അവയുടെ കച്ചവടത്തിന്നു പറ്റാത്തതു സ്വഭാവം പോയ്പോയാൽ കൂടി—ചരക്കുകൾക്കു കേടുവന്നതായി കണക്കാക്കണമെന്നു ചില വിദ്വാന്മാർ അഭിപ്രായപ്പെടുന്നു. [വില്ല്യംസ്സൈപ്പറി ബന്ധുമിൻ എഴുതിയ പുസ്തകം 161 - ാം ഭാഗവും ഫാൽസ്ബറിയുടെ ഇംഗ്ലാന്തിലെ നിയമങ്ങൾ 25 - ാം വാള്യം, 145 - ാം ഭാഗവും നോക്കുക.] ചരക്കു വില്ല്യംസ്സൈപ്പറി ചാമർസ് എഴുതിട്ടുള്ള പുസ്തകത്തിൽ ആ സാധനത്തിനു കരാറിൽ അതിനെപ്പറ്റി പറഞ്ഞിരിക്കുന്ന വിവരണത്തോടു യോജിച്ചില്ലാത്ത വിധത്തിൽ കേടുവന്നിട്ടുണ്ടോ എന്ന കാര്യത്തെപ്പറ്റിമാത്രം ആലോചിച്ചാൽ മതിയെന്നു അഭിപ്രായപ്പെട്ടിരിക്കുന്നു (30-ാം ഭാഗം). എന്നാൽ 'കേടുവന്നു' എന്ന പദത്തിനു 'വ്യാപാരത്തിനു പറ്റാത്തക്ക സ്വഭാവം നശിച്ചുപോക' എന്ന അധികം വിശാലമായ ഒരു അർത്ഥം കല്പിക്കുന്നതിനു അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ള വ്യവഹാരങ്ങൾ ഇങ്ങിനെ. ആദ്യമിലെ 6 - ാം വകുപ്പിനെയോ 7 - ാം വകുപ്പിനെയോ അടിസ്ഥാനപ്പെടുത്തി തീർത്തുമാനിച്ചുപയോഗിക്കുന്നു കാണുന്നു. ഇപ്പോഴത്തെ ബില്ലിൽ സമീപനിച്ചിരിക്കുന്ന ഇൻഷ്വർ ആദ്യമിലെ 48 - ാം വകുപ്പിലും 'കേടുവരുന്നു' എന്ന പദം കാണുന്നുണ്ടു. (54 - ാം ഖണ്ഡം നോക്കുക.) വെക്കുന്നതുകൊണ്ടു വസ്തുവിനയായി ചരക്കുകൾ കേടുവരുത്തുകയായിരിക്കുമ്പോൾ മാത്രമല്ല ചരക്കുകൾ എന്ന നിലയിൽ വ്യാപാരത്തിനു പറ്റാതവയായി തീരുന്നതുകൊണ്ടും വ്യാപാരാവശ്യത്തിനു കേടുവരുവാൻ ഇടവരുത്തുകയായിരിക്കുമ്പോഴും കൂടി ആ വകുപ്പിനെ സംബന്ധിച്ചേടത്തോളം അവയെ കേടുവന്നതുകൊണ്ടു സ്വഭാവത്തിലുള്ളവയാണെന്നു കണക്കാക്കണമെന്നു മേല്പറഞ്ഞ വിദ്വാന്മാർ അഭിപ്രായമുള്ളവരായി തോന്നുന്നു. [വില്ല്യംസ്സൈപ്പറി ബന്ധുമിൻ എഴുതിയ പുസ്തകം 1085 - ാം ഭാഗവും ഫാൽസ്ബറിയുടെ ഇംഗ്ലണ്ടിലെ നിയമങ്ങൾ 25 - ാം വാള്യം, 264 - ാം ഭാഗവും കാണുക.] ഈ കാര്യത്തിൽ നിസ്സംശയമായി പ്രസ്താവിച്ചിട്ടുള്ള പ്രമാണം യാതൊന്നും ഇല്ലെങ്കിലും, 'കേടുവന്നു' എന്ന പദത്തിന്റെ അർത്ഥം വസ്തുവിക്രയമായ നാശം എന്ന മാത്രമായി ചുരുക്കപ്പെടുത്തിയിട്ടുണ്ടെന്ന ബലമായ അഭിപ്രായമുള്ളതായി തോന്നുന്നു. ആ അഭിപ്രായത്തോടു ഞങ്ങൾ യോജിക്കുന്നതിനാൽ, ചരക്കുകൾ വസ്തുവിക്രയമായി നശിക്കുകയോ കരാറിൽ കൊടുത്തിരിക്കുന്ന വിവരണത്തോടു യോജിക്കാതിരിക്കുന്നതുകൊണ്ടു അവയെ കേടു പറ്റിയിരിക്കുകയോ ചെയ്തിരി

ക്കണമെന്നു ഞങ്ങൾ വ്യക്തമാക്കിയിരിക്കുന്നു. ഒരു കോഗത്തിയോട്ടു കൂടി ഇണ്ടീഷ്' ആക്ടിലെ 8 -ാം വകുപ്പിലെ നിബന്ധനകൾ ഞങ്ങൾ സ്വീകരിച്ചിരിക്കുന്നു.

ചരക്കുകൾ എന്താണെന്നു പൊതുവായുള്ളതുകൊണ്ടു കരാറു രണ്ടുപ്രകാരത്തിലുള്ള അന്തരക്കുവണ്ണം ഒരു ഖണ്ഡത്തിന്റെ താൽപര്യപ്രകാരം അവ ഇല്ലാതായിത്തീർന്നിരിക്കുന്നുവെന്നോ എന്ന സംശയം ഓരോ കാര്യത്തിലെയും കാര്യവസ്തുതകളെ ആശ്രയിച്ചിരിക്കുന്നതാണു്. ആവക ഒരു പ്രസ്താവനയിൽ നീക്കമാനിക്കേണ്ടതു കരാറു ശൂന്യമായിട്ടുള്ളതാണോ അല്ല, പേർപെട്ടത്തക്കതാണോ എന്നുള്ള സംശയമാണു്. [ബോറൊഡെയിൽ പ്ലേ തമിഴുള്ള വ്യവഹാരവുമായി ഒത്തുനോക്കുക. (1929) I. കെ. ബി. 574.]

7, 8 എന്നീ ഖണ്ഡങ്ങളെപ്പറ്റി വാദപ്രതിവാദം നടന്നകാലത്തു രണ്ടു ഖണ്ഡങ്ങളിലെയും നിബന്ധനകൾപ്രകാരം ഉടമസ്ഥി അസാധുവാകുകയോ അല്ലെങ്കിൽ കരാറു അസാധുവായിത്തീരുകയോ ചെയ്യുന്നതുകൊണ്ടു, പോയ്പോയതോ പോയ്പോകാത്തതോ ആയ ചരക്കുകളുടെ വില്പനയെപ്പറ്റിയുള്ള ഏതൊരു തരം കരാറും ഒരു ഖണ്ഡങ്ങളിലും അസാധുവായിത്തീരുവാൻ ഇടയുണ്ടെന്നും ആ ഖണ്ഡങ്ങൾ സി.പ്രൊ.എൻ. കരാറുകളെ ബാധിക്കുവാനിടയുണ്ടെന്നും ഒരു വാദം ജനിച്ചു. രേഖകൾ കൊടുത്തു നടത്തേണ്ടതായ ഒരു സി.ഐ.എൻ. കരാറു ഒരു ചരക്കു വില്പനയും കൂടെ ആണെന്നും ഇണ്ടീഷ്' ആക്ടിലെ 55 - ാം വകുപ്പിനോടു തുല്യമായ ഒരു ബില്ലിലെ 62 - ാം ഖണ്ഡത്തിലെ നിബന്ധനകളോടുംകൂടി അതിനെ ഒരു കരാറിനെ ഒഴിവാക്കുവാൻ സാധിക്കാതെ വരുന്നുമെന്നും വാദിക്കയുണ്ടായി. എന്നാൽ 62 - ാം ഖണ്ഡത്തിലെ നിബന്ധനകൾ മതിയായ വ്യാപ്തിയുള്ളവയാണെന്നും ആ ഖണ്ഡം സി.ഐ.എൻ. കരാറുകളെ ഒഴിവാക്കുമെന്നും ഞങ്ങൾ വിചാരിക്കുന്നു. സെയിൽ ഓഫ് ഗുഡ്സ്' ആക്ടിന്റെ വ്യാഖ്യാനത്തിൽ 31 - ാം ഭാഗത്തു വിസ്കൗണ്ട് ചാമർസ് പറഞ്ഞിരിക്കുന്ന അഭിപ്രായം ഞങ്ങളുടെ ഒരു അഭിപ്രായത്തെ ബലപ്പെടുത്തുന്നതാകുന്നു.

8 എന്ന ഖണ്ഡം.—ഒരു കരാറു ചെയ്തതിനുശേഷം അതു നടത്തുവാൻ അസാദ്ധ്യമായിത്തീരുന്നതിനെപ്പറ്റിയാണു് ഒരു ഖണ്ഡം പ്രതിപാദിക്കുന്നതു. അതു ഇംഗ്ലീഷ് ആക്ടിലെ 7 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു്. ഒരു വിഷയം സംബന്ധിച്ചു പ്രത്യേക ഒരു നിബന്ധന ഇണ്ടൻ ആക്ടിലെ 7 - ാം അനുഭവത്തിൽ

ഇപ്പോഴുള്ളതു വാസ്തവമാണ്. എന്നാൽ ഒരു പ്രമാണം സമ്മതമായിട്ടുള്ളതും ഇന്ത്യൻ ആക്ടിലെ 56 - ാം വകുപ്പിനു പകരം നിലനിൽക്കുന്നതും ആകുന്നു. ഇപ്പോഴത്തെ ബില്ലിൽ ഒരു പ്രത്യേക നിബന്ധനയായി അതിനെ ചേർക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു. ഉൻഫൈത്തെപ്പറ്റിയുള്ള കുറിപ്പിൽ പറഞ്ഞ കാരണങ്ങൾ ഹേതുവായി കരാറിൽ കൊടുത്തിരിക്കുന്ന വിലയെത്തിനു തുല്യിക്കാറിരിക്കുന്നതുവെന്നും അതു കേടുവന്നിരിക്കുന്ന ചരക്കുകൾക്കും സംബന്ധിക്കുന്നതാകുവെന്നുമാണ് രണ്ടാമതും എഴുതി തയ്യാറാക്കിട്ടുള്ളതു്. ഇംഗ്ലീഷ് ആക്ടിലെ 7 - ാം വകുപ്പിലുള്ള 'ഉടമ്പടി ഒഴിയുന്നതാണു്' എന്നതിന്റെ അർത്ഥം വ്യക്തമല്ല. ഉടമ്പടി ആരാണു് ഒഴിയേണ്ടതെന്നു ഒരു ചോദ്യമുണ്ടായേക്കാം. അതിനാൽ ആ വാക്കുകൾക്കുപകരം 'ഉടമ്പടി അസാധുവായി തീരും' എന്നു ഞങ്ങൾ ചേർത്തിട്ടുണ്ടു്.

9 എന്ന ഖണ്ഡം.—ഇംഗ്ലീഷ് ആക്ടിലെ 8 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു് ഈ ഖണ്ഡം. ആ വകുപ്പിനു തുല്യമായ ഇന്ത്യൻ ആക്ടിലെ 89 - ാം വകുപ്പു ഇംഗ്ലീഷ് വകുപ്പിനെപ്പോലെ അത്ര വിശാലമായിട്ടുള്ളതല്ല. അതിൽ ഇംഗ്ലീഷ് വകുപ്പിലെ (2) എന്ന ഉപവകുപ്പിലുള്ള നിബന്ധന മാത്രമേയുള്ളു. ഇംഗ്ലീഷ് ആക്ടിലെ (1) എന്ന ഉപവകുപ്പിലുള്ള പ്രമാണം 78 - ാം വകുപ്പിൽനിന്നു ഉൾപ്പെടുത്തണമെന്നു നിലകൊണ്ടിട്ടിരിക്കുന്നു. ഇംഗ്ലീഷ് വകുപ്പിന്റെ ക്രമം സ്വീകരിക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ വിചാരിക്കുന്നു.

10 എന്ന ഖണ്ഡം.—ഒരു ഖണ്ഡം മുൻ ഖണ്ഡത്തിൽനിന്നു സിദ്ധിക്കുന്ന ഒരു ഉപപ്രമാണമാണു്. ചരക്കുകളുടെ വില തങ്ങൾ നിശ്ചയിക്കുന്ന വിലമതിപ്പുകാർ നിശ്ചയിക്കുമെന്നു കക്ഷികൾ തമ്മിൽ സമ്മതിക്കുന്നതു അത്ര അസാധാരണമായല്ല. ഇതുപോലെയുള്ള സംഗതികളിൽ ആ ഇടവാട്ടസമ്പ്രദായം അവരെ ബാധിക്കുന്നു. അങ്ങനെ നിശ്ചയിക്കുന്ന വില തങ്ങൾതന്നെ നിശ്ചയിക്കുന്ന വിലയായിരുന്നാൽ എങ്ങനെയോ അതുപോലെതന്നെ കരാറിലെ ഒരു ഭാഗമായിത്തീരുന്നു. എന്നാൽ കരാറുണ്ടായിത്തീരുന്നതിനു ഒരു ഉടമ്പടിപ്രകാരം വില നിശ്ചയിക്കേണ്ടതു അത്യാവശ്യമാണു്. വിലമതിപ്പുകാരായി നിശ്ചയിച്ച ആളുകൾ അങ്ങനെ ചെയ്യാൻ പിഴുത്തുകയൊ കൂട്ടാക്കാതിരിക്കുകയൊ ചെയ്യുന്നപക്ഷം ഉടമ്പടി

അസാധുവായിത്തീരും [വില്പനയെപ്പറ്റിയുള്ള ബങ്കുമിന്റെ പുസ്തകം 169 - ാം താഴ്; ഹാൽസ്ബറിയുടെ ഇംഗ്ലാണ്ടിലെ നിയമങ്ങൾ 25 - ാം വാള്യം, 148 - ാം താഴ്.] ഈ പ്രമാണം ഇംഗ്ലീഷ് ആക്ടിലെ 9 - ാം വകുപ്പിൽ ഏല്പെടുത്തിയിരിക്കുന്നു. ഈ ഖണ്ഡത്തിൽ അതിനെ ഉദ്ധരിക്കുകയും ചെയ്തിരിക്കുന്നു.

11 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡം ഇംഗ്ലീഷ് ആക്ടിലെ 10-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ്. ആ ഖണ്ഡത്തിനു അടിസ്ഥാനമായിരിക്കുന്ന പ്രമാണം ഇന്ത്യൻ ആക്ടിലെ 55 - ാം വകുപ്പിൽ കാണാവുന്നതാണ്. ഒരു വിഷയം സംബന്ധിച്ച് ഒരു പ്രത്യേക നിബന്ധന ഒരു ബില്ലിൽ ഉണ്ടായിരിക്കണമെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം. 1897 ലെ സാധാരണ വാഖക് ഖണ്ഡ ആക്ടിൽ 'മാസം' എന്ന പദത്തിന്റെ അർത്ഥ വിവരണം ഉള്ളതുകൊണ്ടു ഇംഗ്ലീഷ് വകുപ്പിലെ (2) എന്ന ഉപവകുപ്പു വിട്ടകളഞ്ഞിരിക്കുന്നു.

12 എന്ന ഖണ്ഡം.—'നിശ്ചയം' എന്ന പദത്തിന്റെ യാതൊരു അർത്ഥ വിവരണവും ഇംഗ്ലീഷ് ആക്ടിൽ ഇല്ല. ഇംഗ്ലീഷ് ആക്ട് 1893 ൽ ഉണ്ടാക്കിയതും ആ തീയതിക്കു നാലു കൊല്ലം മുമ്പെ എഴുതി തയ്യാറാക്കിയതുമായിരുന്നു. അക്കാലത്തു നിശ്ചയങ്ങളെയും ഉറപ്പുകളെയും പറ്റിയുള്ള ഇംഗ്ലീഷ് നിയമം ഒട്ടു വളരെ കുഴപ്പത്തിലായിരുന്നു. 1893 ൽ ഇംഗ്ലീഷ് ആക്ട് പാസ്സാക്കിയതിനു ശേഷം നിശ്ചയങ്ങളെയും ഉറപ്പുകളെയും സംബന്ധിച്ചു അനേകം വ്യവഹാരങ്ങളുണ്ടായിട്ടുണ്ട്. 'ഒരു നിശ്ചയം' എന്ന പദത്തിനു അർത്ഥ വിവരണം ചെയ്യാൻ ഞങ്ങൾ ശ്രമിച്ചിട്ടുണ്ട്. അർത്ഥ വിവരണത്തിലെ സാരമായ ഭാഗം 'ഭരിക്കുവാൻ' എന്നു പദം ഉപയോഗിച്ചിരിക്കുന്നതിലാണ് കിടക്കുന്നതു. 1895 ൽ ശ്രീകൃഷ്ണ ഇംഗ്ലീഷ് തീപ്പുകാരൻ ഒരു അഭിപ്രായത്തെ ബലപ്പെടുത്തുന്നവനെന്നു ഞങ്ങൾ കരുതുന്നു. [വാട്ടിസ്സും പ്രാറും തമിലുള്ള വ്യവഹാരത്തിലെ (1915) 2, കെ.ബി. 1003 - 1012 - ാം താഴ് ഫ്ലാൾ മൊംട്ടൻ എൽ.ജെ. യുടെ വിസമ്മത വിധിന്യായം നോക്കുക. ആ വിധിന്യായത്തിനു, പിന്നീടു പ്രിവികൗൺസിലിന്റെ സമ്മതം സിദ്ധിച്ചു. (1911) എ.സി. 394.] 'നിശ്ചയം' എന്ന പദം ഇന്ത്യൻ ആക്ടിൽ തീരെ ഉപയോഗിച്ചിട്ടില്ല. നിയമത്തിന്റെ ഒരു ഭാഗം സംബന്ധിച്ച് ഇന്ത്യൻ ആക്ട് പ്രധാനമായും സ്കോട്ടിഷ് നിയമമാണ്

ആണെങ്കിലുണ്ടു. ഇംഗ്ലീഷ് ആക്ടിലെ 11 (2) എന്ന വകുപ്പിൽ കൊടുത്തിരിക്കുന്ന സ്കോട്ടിഷ് നിയമത്തിനു ശരിയെന്നു തുല്യമായുള്ള ഇന്ത്യൻ ആക്ടിലെ 118 - ാം വകുപ്പിലെ നിബന്ധനകളിൽനിന്നു ഇതു സ്പഷ്ടമാണു്. ഇന്ത്യൻ ആക്ടിൽ 'നിശ്ചയം' എന്ന പദം ഉപയോഗിക്കാതിരുന്നതു ആ കാലത്തു നിയമത്തിനു ഉണ്ടായിരുന്ന അവ്യക്തിയായ അനിശ്ചിതത്വം കൊണ്ടാണെന്നു തോന്നുന്നു.

ഇംഗ്ലീഷ് നിയമത്തിൽ നിശ്ചയങ്ങളെ പലവിധ ഉപഭാഗങ്ങളായി തിരിച്ചിട്ടുണ്ടു്. അതിലൊന്നു (1) ഉൗഹനിശ്ചയമെന്നും, (2) സംയുക്ത നിശ്ചയങ്ങളെന്നും രണ്ടു വിഭാഗമാണു്. സംയുക്ത നിശ്ചയങ്ങൾ പരസ്പര നിശ്ചയങ്ങൾ തന്നെയാണു്. അവയെപ്പറ്റി 51 മുതൽ 68 വരെ വകുപ്പുകളിൽ 'പരസ്പര വാഗ്ദത്തങ്ങൾപ്രകാരം നടക്കുക' എന്ന തലവാചകത്തിൻ കീഴിൽ ഇന്ത്യൻ ആക്ടിൽ പ്രതിപാദിച്ചിട്ടുണ്ടു്.

നിശ്ചയങ്ങളെ (1) 'വാഗ്ദത്ത നിശ്ചയങ്ങൾ' എന്നും (2) 'അനിശ്ചിത നിശ്ചയങ്ങൾ' എന്നും വിഭാഗിച്ചിട്ടുണ്ടു്.

അനിശ്ചിത നിശ്ചയങ്ങളെപ്പറ്റി 31 മുതൽ 36 വരെ വകുപ്പുകളിൽ 'അനിശ്ചിത കരാറുകൾ' എന്ന തലവാചകത്തിൻ കീഴിൽ ഇന്ത്യൻ ആക്ടിൽ പ്രതിപാദിച്ചിട്ടുണ്ടു്.

സ്കോട്ടിഷ് നിയമം ഇംഗ്ലീഷ് നിയമത്തെക്കാൾ വളരെ പിന്നിലാണെന്നു പറയുന്നതാണു്. നിയമത്തിലെ ഒരു ശാഖയിലുണ്ടാകുന്ന പ്രയാസമായ വളരെ കാര്യങ്ങൾ അതു വ്യക്തമാക്കുന്നതിനു ഉപകരിക്കുന്നു സംശയമില്ല. എന്നാൽ അതു ആധുനിക വ്യാപാര ആവശ്യങ്ങൾക്കു പറ്റിയതല്ല. സ്കോട്ടിഷ് നിയമപ്രകാരം പല സംഗതികളിലും ഒരു നിശ്ചയ ലംഘനത്തിന്റെ കാര്യത്തിൽ എന്നപോലെ ചെയ്കയും തെളിക്കയുവാൻ ശ്രോതാവിനു അവകാശമുണ്ടു്. എന്നാൽ ഇതരവക സംഗതികളിൽ ഇംഗ്ലീഷ് നിയമപ്രകാരം ഉറപ്പുലംഘനത്തിലെന്നപോലെ നഷ്ടങ്ങൾക്കു വേണ്ടി മാത്രമേ അയാൾക്കു അവകാശമുണ്ടായിരിക്കയുള്ളു.

ഇംഗ്ലീഷ് ആക്ടിലെ 'ഉറപ്പു പറയൽ' എന്നതിന്റെ അർത്ഥവിവരണം കൂടിയും പൊതുവും തമിലുള്ള വ്യവഹാരത്തിലെ-സിവിൽ ലീഡിങ്ങ് കേസ്സുകൾ 7 - ാം പതിപ്പു് 36 - ാം ഭാഗം-ഹിപ്പുകളിൽ നിന്നു എടുത്തതാണു്.

'നിശ്ചയം' എന്നതിന്റെ അർത്ഥവിവരണം സംബന്ധിച്ച് 'അനുവദ്യമായ' എന്ന പദം ബ്രൗണും ബർസ്സും തമ്മിലുള്ള വ്യവഹാരത്തിലെ (1863) 32 എൽ.ജെ.ക്യു.ബി. 204-206 (2) എന്ന ഭാഗം-ഷസ്റ്റിസ് ഡില്യംസിന്റെ പ്രസ്താവനയാണ്. വിധി ന്യായത്തിൽനിന്നു ഞങ്ങൾ എടുത്തിരിക്കയാണ്.

ഇന്ത്യൻ നീതിപീഠം നോക്കുമ്പോൾ ചില വകുപ്പുകളിൽ,—ഉദാഹരണം ഇന്ത്യൻ ആക്ടിലെ 118-ാം വകുപ്പിൽ—ഉപയോഗിച്ചിരിക്കുന്ന 'ഉറപ്പു പറയുക' എന്നപദം 'നിശ്ചയം' എന്ന പദത്തിനു തുല്യമായി ഉപയോഗിക്കുകയോ ഇംഗ്ലീഷ് നിയമത്തിൽ 'ഉറപ്പു പറയുക' എന്ന പദമുപയോഗിച്ചിരിക്കുന്ന അർത്ഥത്തിൽ തന്നെ ഉപയോഗിക്കുകയോ ചെയ്തിരിക്കുന്നതല്ല എന്നതിനെപ്പറ്റി പല വ്യവഹാരങ്ങളിലും കോടതികൾ സ്വതന്ത്രമായ അഭിപ്രായങ്ങൾ നടത്തിയിരിക്കുന്നതായി കാണാം. ഒരു വ്യവഹാരത്തിൽ (ബച്ചൻ ഗൊവർധൻ മാന്റെ കേസിലുള്ള വ്യവഹാരത്തിൽ 24 ബോമ്പേയി എൽ. ആർ. 991) 118-ാം വകുപ്പിലെ 'ഉറപ്പു പറയുക' എന്നതിനു പകരം 'നിശ്ചയം' തന്നെയാണെന്നു തീർപ്പാക്കിയിരിക്കുന്നു. മറ്റു വ്യവഹാരങ്ങളിൽ 'ഉറപ്പു പറയുക' എന്ന പദം അതിന്റെ ക്ലപ്തപ്പെടുത്തിയ അർത്ഥത്തിലാണ് ഉപയോഗിച്ചിരിക്കുന്നതു എന്നു തീർപ്പുപ്പെടുത്തിയിരിക്കുന്നു. ഇന്ത്യൻ ആക്ടിന്റെ കീഴ്ക്കോടതികൾ ആക്ടിൽ അതുദ്ദേശിക്കുന്നതു 'നിശ്ചയം' എന്ന പദമുപയോഗിക്കാതെ ചിലപ്പോഴും 'നിശ്ചയം' തന്നെ അർത്ഥത്തിലും ചിലപ്പോൾ സാക്ഷാൽ 'ഉറപ്പു പറയുക' എന്ന അർത്ഥത്തിലും 'ഉറപ്പു പറയുക' എന്ന പദം വകവെക്കാതെ കൂടാതെ ഉപയോഗിച്ചിരിക്കുന്നതുകൊണ്ടാണ് ഈ വൈഷമ്യം നേരിട്ടിരിക്കുന്നതു. ഇന്ത്യൻ ആക്ടിലെ 118-ാം വകുപ്പിനെപ്പറ്റി പറയുമ്പക്ഷം അതിൽ 'ഉറപ്പു പറയുക' എന്ന പദം ഉപയോഗിച്ചിരിക്കുന്നതു ഒരു നിശ്ചയമെന്ന അർത്ഥത്തിലാണെന്നു കാണാം. ഈ ആ വകുപ്പിലടങ്ങിയിരിക്കുന്നതിൽനിന്നു വ്യക്തമാകും. നിയപ്പെടുത്താത്ത ചട്ടങ്ങളെപ്പറ്റിയാണ് ആ വകുപ്പിൽ പ്രതിപാദിച്ചിരിക്കുന്നതു. ഉറപ്പു പറഞ്ഞിരിക്കുന്നതിനു അനന്തരമിച്ചുട്ടില്ലെങ്കിൽ ക്രോഡീ ചട്ടങ്ങൾ തള്ളിക്കളയാമെന്നു അതിൽ നിബന്ധന ചെയ്തിരിക്കുന്നു. ഇംഗ്ലീഷ് നിയമപ്രകാരം ഉപേക്ഷിക്കുവാനുള്ള അവകാശം നടത്തുന്നതു ഉടയസമ്മതം ഒരു നിശ്ചയമായിരിക്കുമ്പോൾ മാത്രമാണ്. അല്ലാതെ ഈ ഉറപ്പു പറയൽ മാത്രമായിരിക്കുന്ന സംഗതിയിൽ ഈ

നെ ചെയ്യാവുന്നതല്ല. 'ഉറപ്പു പറഞ്ഞിരിക്കുന്നു' (ഖണ്ഡായത്തു നിശ്ചയം) ലംഘിച്ചിട്ടുണ്ടോ എന്നു കൂടി ക്രോഡപത്രം സംബന്ധിച്ചു കോടതിക്കു വിശ്വസിക്കുകയും ചെയ്യാമെന്നും ഈ വകുപ്പിൽ നിശ്ചയിച്ചിരിക്കുന്നു. ഇംഗ്ലീഷു ആക്ടിലെ 11 (1) (a) എന്ന വകുപ്പിൽ നിബന്ധന ചെയ്തിരിക്കുന്നതുപോലെ നിശ്ചയലംഘനം ഉറപ്പു പറഞ്ഞിരിക്കുന്നതിന്റെ ലംഘനമാണെന്നു ക്രോഡപത്രം കണക്കാക്കണമെന്നും ഇംഗ്ലീഷ് ആക്ടിലെ 53 - ാം വകുപ്പിൽ നിയമിച്ചിരിക്കുംപോലെ വിശ്വസിയായോ ക്രോഡപത്രം സംബന്ധിച്ചു തെളിവു ചെയ്യാമെന്നുമാണു ഇതിന്റെ അർത്ഥം.

ഈ സ്ഥിതിക്കു 'നിശ്ചയം', 'ഉറപ്പു പറയുക' എന്നിവ തമ്മിൽ ഇംഗ്ലീഷ് നിയമത്തിൽ സ്പഷ്ടമായിട്ട് ഇംഗ്ലീഷ് ആക്ടിൽ ഏർപ്പെടുത്തിയിരിക്കുന്ന ഭേദം ഇന്ത്യയിലും കൂടി ഏർപ്പെടുത്തുന്നതു നന്നായിരിക്കും. അങ്ങനെ ചെയ്യുന്നപക്ഷം ഇന്ത്യൻ കോടതികൾക്കു ഇംഗ്ലീഷ് കോടതികളുടെ തീർപ്പുകൾകൊണ്ടുള്ള ഗുണവും ലഭിക്കുന്നതാണ്. ഇതുവരെ ഇന്ത്യൻ ആക്ടിൽ ഉപയോഗിക്കാത്ത 'നിശ്ചയം' എന്ന പദം പുതിയ ആക്ടിൽ ഉപയോഗിക്കുന്നതായാൽ വൈക്ലബ്യമുണ്ടാവാനിടയുണ്ടെന്നു വല്ലവരും പറയാവുന്നതാണ്. എന്നാൽ ഇംഗ്ലീഷ് നിയമപ്രകാരം നിശ്ചയങ്ങളായിരിക്കുന്ന മിക്കവാറും എല്ലാ ഉടമ്പടികളെയും പറ്റി ഇംഗ്ലീഷു ആക്ടിലെ പലേ വകുപ്പുകളിൽ പ്രത്യേകമായി പ്രതിപാദിച്ചിട്ടുണ്ടെന്നുള്ള സംഗതിയെപ്പറ്റി ആലോചിക്കുന്നതായാൽ യഥാർത്ഥത്തിൽ വല്ല വൈക്ലബ്യവുണ്ടാവാൻ ഇടയില്ലാത്തതാണ്.

ഈ കേസ്സു അവസാനിപ്പിക്കുന്നതിനു മുമ്പെ, ഡാളിംഗും പ്രാറ്റും തമ്മിലുള്ള വ്യവഹാരത്തിൽ (1911) എ.സി. 396-ൽ വർസ്സൺ പ്രഭുവിന്റെ വിധിന്യായം ഒന്നു നോക്കേണ്ടതാണ്. അതിൽ അദ്ദേഹം പറഞ്ഞതാവിതു :—

"ഈ ആക്ട് ഉണ്ടാക്കുന്നതിനു മുമ്പെ, ഉറപ്പു പറയുന്നതിനു മാത്രം ആസ്പദമായിത്തീരുന്ന വിഷയങ്ങളും അങ്ങനെ നിശ്ചയമായിത്തീരുന്ന വിഷയങ്ങളും സംബന്ധിച്ച് വളരെ വ്യവഹാരവും വാദപ്രതിവാദവും നടന്നിരുന്നു. രണ്ടോ സംഗതിയിലുള്ള നീതിന്യായങ്ങളെപ്പറ്റി ഒട്ടുമുക്കാൽ വാദപ്രതിവാദം നടന്നിട്ടുണ്ടു. . . . ഈ കാര്യങ്ങളെ സംബന്ധിച്ച് ജനങ്ങൾക്കുള്ള സംശയങ്ങളും ഇപ്പോൾ രേഖപ്പെടുത്തിയ നിയമത്തെ ആശ്രയിച്ചാണിരിക്കുന്നതെന്നു നാം കണ്ടുവല്ലോ. മുമ്പായ കാര്യമാണെന്നു ഞാൻ കരു

ളുടെതുകൊണ്ടാണു" ഇത്രത്തോളം പറവാനിടയായതു. പഴയ നിയമം എനിയ ബാഗവും അടിച്ചു നീക്കിക്കളഞ്ഞതിരിക്കുന്നുവെന്നു ഞാൻ പറയുന്നില്ലെങ്കിലും ആ നിയമം മനോരോഗ ആശുപത്രി ഇപ്പോഴും ഇല്ലാതായിത്തീർന്നിട്ടുണ്ടു".''

13 എന്ന ഖണ്ഡം.—കേ താഴെ ചർക്കരകം സ്ഥീകരിച്ചശേഷം അയാംക്കളുടെ അവകാശത്തെപ്പറ്റി ധാരാളം വാദം ഉന്നയിച്ചിരിക്കയാൽ, ചരക്കരകം സ്ഥീകരിച്ചുകഴിഞ്ഞാൽ യാതൊരു കാരണവും പറഞ്ഞു അവരെ അയാം ഉപേക്ഷിച്ചുകൂടെന്നു വ്യക്തമാക്കുവാൻ ഞങ്ങൾ ശ്രമിച്ചിട്ടുണ്ടു. ചരകരകം പിന്നീടു പരിശോധിക്കുമ്പോഴൊ മറെറാ ഒരു നിശ്ചയ ലംഘനമുണ്ടായിട്ടുണ്ടെന്നു കാണുന്നപക്ഷം അയാം അയാളെ ഒരു ഉടമ്പടി ലംഘനമായിക്കരുതാവുന്നതല്ലാതെ ഒരു നിശ്ചയലംഘനമായി കരുതിക്കൂടാ. 'സ്ഥീകാരം' എന്ന പദത്തിന്റെ അർത്ഥം 41-ാം, 42-ാം ഖണ്ഡങ്ങളിൽ വിവരിച്ചിട്ടുണ്ടു. ബില്ലിലെ 15 (1) എന്ന ഖണ്ഡവും 40 എന്ന ഖണ്ഡവും ഇന്ത്യൻ ആക്ടിലെ 128-ാം വകുപ്പിനു പകരമായിട്ടുള്ളവയാണു. 13 (2) എന്ന ഖണ്ഡം ഇന്ത്യൻ ആക്ടിലെ 117-ാം വകുപ്പിന്റെ സ്ഥാനത്തു വന്നതുമാണു.

14 എന്ന ഖണ്ഡം.—അവകാശത്തെപ്പറ്റിയുള്ള ഒരു ഉടമ്പടി സമ്മതം ഒരു വെറും ഉടമ്പടിപറയൽ മാത്രമാണെന്നും അതിന്റെ ലംഘനംമൂലം കോടതിക്കു ആയാളുടെ കീഴിൽ തൊഴിൽചെയ്യുന്ന ആൾക്കും ഉണ്ടാകുന്ന നഷ്ടം വിൽക്രയിയുടെ പക്കൽനിന്നു വസൂലാക്കുന്നതിനു അവർക്കു അവകാശം സിദ്ധിക്കുന്നുണ്ടെന്നും ഇന്ത്യൻ ആക്ടിലെ 109-ാം വകുപ്പു സൂചിപ്പിക്കുന്നു. ഒരു നിക്ഷേപന ഇന്ത്യൻ ലാകമ്മീഷനർമാരുടെ നിർദ്ദേശത്തിൽ അടങ്ങിയിരുന്ന ഒരു ചട്ടത്തെ അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ളതും ഇന്ത്യൻ ബില്ലിനോടു ചേർത്ത, ഉദ്ദേശകാരണങ്ങളുടെ വിവരണത്തിൽ സെർ ഹെൻറി മേയിൻ പറഞ്ഞിരിക്കുന്നതുപോലെ ഇംഗ്ലീഷ് നിയമത്തിൽനിന്നു വ്യത്യാസപ്പെടുത്തിട്ടുള്ളതും ആകുന്നു. എന്നാൽ ഇങ്ങനെ ഒരു വ്യത്യാസം ഉണ്ടാക്കിയതിനുള്ള കാരണങ്ങളൊന്നും യാതൊന്നും പറഞ്ഞിട്ടില്ല. 1893 നു മുമ്പെ ഒരു വിഷയം സംബന്ധിച്ചുള്ള ഇംഗ്ലീഷ് നിയമത്തിനു സ്ഥിരതയുണ്ടായിരുന്നില്ല. പ്രത്യേക ചരക്കുകളുടെ ഒരു വില്പനയിൽ അവകാശത്തെപ്പറ്റി ഊഹമായ ഉറപ്പു പറയൽ ഉണ്ടായിരുന്നിട്ടില്ലെന്നും, മതിപ്രയോഗം ഇല്ലാഞ്ഞപക്ഷവും, വ്യക്തമായി ഉറപ്പു പറയലൊ, പ്രസ്താവനയാലൊ നടപടിയാലൊ അതിനു തുല്യമായി യാതൊന്നുമൊ

ഇല്ലാതിരുന്നാൽ അവകാശത്തിന്റെ ഉടമയിൽ നിന്നു മാത്രമേ കൂടി ഒരു കാലത്തു തീരുമാനിച്ചിരുന്നു. [മോർഗിയും തദവൺ തമ്മിലുള്ള വ്യവഹാരം (1542) 3 ഏകസ്. 500 ബാറൻ ചാൾസിന്റെ 512 - ാം ഭാഗം.] എന്നാൽ സിഗും ഓറിയറും തമ്മിലുള്ള വ്യവഹാരത്തിൽ 17 ക്യൂ. ബി. 289, 291 - ാം ഭാഗത്തു 1851 ൽ കമ്മൽ പ്രഭു "പ്രയ്സ്ക്രിപ്ഷൻ ചട്ടത്തിനു മിക്കവാറും വിധേയമാകുള്ള തെന്നിരിക്കുന്നു" എന്നു അഭിപ്രായപ്പെട്ടു. ഈ വിഷയം സംബന്ധിച്ചുള്ള ഇംഗ്ലീഷ് നിയമത്തിന്റെ ഗതി പിന്തുടർന്നു പ്രസ്താവിച്ചതു ജസ്റ്റിസ് ഗ്രോവ്സ്തന്നെ ആണ്. എന്നാൽ വില്യംയെപ്പറഗിയുടെ തദവൺ പുസ്തകം 685 - ാം ഭാഗത്തു രേഖിയായ ചട്ടം ഇന്നതെന്നു ബഞ്ചമിൻ പറഞ്ഞിട്ടുണ്ട്. അതായതു "അവകാശം സംബന്ധിച്ചുള്ള നിയ്യയങ്ങളെപ്പറഗി പറയുന്നതായാൽ, സാധനത്തിന്റെ പൂർണ്ണ ഉടമയവകാശമോ പൊതുവായ ഉടമയവകാശമോ ക്രോഡീകരിച്ചു ഒരു കൈമാറണമെന്നതു ഒരു വില്യനക്കാരന്റെ ഒഴിച്ചുകൂടാത്ത ഒരു കാര്യമായിരിക്കയാൽ, സാധനം വില്ക്കുന്നതുകൊണ്ടു തന്നെ അതിലുള്ള ഉടമയവകാശം കൈമാറുവാൻ വിറ്റയി കയ്യേല്ക്കുകയും അതു വില്യുവാൻതനിക്കു അവകാശമോ പ്രാപ്തിയോ ഉണ്ടെന്നു അതിനാൽ മറ്റൊരു പറയുകയും ചെയ്യുന്നതെന്നു അതിൽനിന്നു സ്പഷ്ടമായി വരുന്നുണ്ടു. സാധാരണ നിയമത്തിലെ യഥാർത്ഥ ചട്ടം ഇതായിരുന്നുവെന്നും വിശ്വസിക്കാം." ഇംഗ്ലീഷ് ആക്ടിലെ 12 - ാം വകുപ്പു (1) എന്ന ഖണ്ഡംമൂലം ഈ വിഷയം സംബന്ധിച്ചുള്ള നിയമം സ്ഥിരപ്പെടുത്തി, റോമനിലെ ചട്ടം അതിൽ ഉൾപ്പെടുത്തിയിരിക്കുന്നു. പ്രകൃതമായ ഒരു നിബന്ധന ഇല്ലാത്തപക്ഷം ഒരു വില്യനക്കാരൻ അവകാശത്തെ സംബന്ധിച്ചു് ഉദ്ദേശമായ ഒരു നിശ്ചയദാർഢ്യമായിരിക്കുമെന്ന അതിൽ നിബന്ധന ഏർപ്പെടുത്തിയിരിക്കുന്നു. ശാന്തമായി കൈവശംവെച്ചു് അനുഭവിക്കാമെന്നതിനു ഉദ്ദേശമായ ഒരു ഉറപ്പു പറയപ്പെട്ടായിരിക്കുമെന്ന 12 - ാം വകുപ്പിലെ (2) എന്ന ഖണ്ഡം കൊണ്ടും അതിന്മേൽ യാതൊരു കൂടിക്കടവും ഉണ്ടായിരിക്കയില്ലെന്ന (3) എന്ന ഖണ്ഡം കൊണ്ടും നിബന്ധനചെയ്യിരിക്കുന്നു. ഈ നിബന്ധനകൾ ഇന്ത്യൻ ആക്ടിലില്ല. എന്നാൽ ആധുനിക നാഗരിക രാജ്യങ്ങളിലെ നിയമങ്ങൾ അങ്ങനെയുള്ള ഉറപ്പുകളെ സ്വീകരിക്കുന്നതെന്നു കാണാം. (വില്യനയെപ്പറഗി ബഞ്ചമിൻ എഴുതിയ പുസ്തകം 594 - ാം ഭാഗവും ചേരുക വില്യനയെപ്പറഗി ചാമ്പ്സ് എഴുതിയ പുസ്തകം 44 - ാം ഭാഗവും നോക്കുക.) അതിനാൽ ഇംഗ്ലീഷ്

ആക്ട് 12 - ാം വകുപ്പിലെ നിബന്ധനകൾ ഇന്ത്യയിൽ സ്വീകരിക്കണമെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം.

ഇന്ത്യൻ ആക്ടിലെ 130 - ാം വകുപ്പുപ്രകാരമുണ്ടായിരുന്നതിനേക്കാൾ കൂടുതൽ അവകാശങ്ങൾ ക്രേതാവിന്നു നല്കണമെന്നു സിദ്ധിക്കുന്നു. ആസ്തി വിക്രയിയുടെമേൽ നടപടി നടത്തുവാൻ 109 - ാം വകുപ്പിനാൽ അനുവദിക്കപ്പെട്ടിട്ടുള്ള 'ആയാളുടെ കീഴിൽ നേടുംചെയ്യുന്ന ആളുകളെ' പ്രതി വല്ല പ്രത്യേക നിബന്ധനയും ആവശ്യമാണെന്നു ഞങ്ങൾ വിചാരിക്കുന്നില്ല. ആ ആളുകൾ ക്രേതാവിന്റെ തീരുമാനമോ കീഴ്ക്രേതാക്കളോ ആയിരിക്കും. അവരുടെ വിക്രയിയുടെ മേൽ അവർക്കുള്ള അവകാശം ഒരു വകുപ്പിനാൽ ക്രമപ്പെടുത്തുന്നതും എന്നാൽ ആസ്തി വിക്രയിയുടെ മേലുള്ള അവകാശം പൊതു നിയമത്തെ ആശ്രയിച്ചിരിക്കുന്നതും ആണ്.

16 എന്ന ഖണ്ഡം—വിവരണത്തോടുള്ള വിട്ടുകയെപ്പറ്റിയാണ് ഇന്ത്യൻ ആക്ടിലെ 113 - ാം വകുപ്പ പ്രതിപാദിക്കുന്നു. എന്നാൽ ഒരു വകുപ്പിൽ ഉപയോഗിച്ചിരിക്കുന്ന 'ഇന്ന പേർപറയുന്നു (ഡിനോമിനേഷൻ)' എന്ന പദപ്രയോഗം ആത്ര സുഖകരമല്ലെന്നു ആദ്യം തന്നെ പറയേണ്ടിയിരിക്കുന്നു. ഇക്കാലത്തു ആ പദം ഉപയോഗിക്കുന്നതു വളരെ ആശ്ചര്യമാണ്. അതു കൂടാതെ ഒരു വകുപ്പിൽ ഉപയോഗിച്ചിരിക്കുന്ന 'ഉറപ്പു പറയൽ' എന്നപദം 'നിശ്ചയം' എന്ന അർത്ഥത്തിലാണു ഉപയോഗിച്ചിരിക്കുന്നതെന്നതിനു യാതൊരു സംശയവുമില്ല. എന്തെന്നാൽ, വിവരണംമൂലം ചരക്കുകൾ വില്ക്കുവാനുള്ള ഒരുകരാറുണ്ടായിരിക്കുന്ന സംഗതിയിൽ, ഒന്നായുള്ള ഒരു പ്രത്യേക പേർ പറയുന്നതായൊന്നുവെച്ച് ചരക്കുകൾ വില്ക്കുന്ന സംഗതിയിൽ, ആ ചരക്കുകൾ കരാറിൽ പറഞ്ഞ വിവരണത്തോടുകൂടിയവയോ കരാറിൽ പറഞ്ഞ പേരോടുകൂടിയവയോ ആയിരിക്കുണമെന്നുള്ളതു ഒരു ഉറപ്പിനുള്ളതിനു തീരെ സംശയമില്ല. 1838 ൽ തീർപ്പാക്കിയ ഒരു പഴയ വ്യവഹാരത്തിലും കൂടി, അതായതു ചാൻവാശം ഫോക്കിൻസും തമ്മിലുള്ള വ്യവഹാരം [4, എം. ആൻഡ് ഡബ്ലു. 399] വിവരണത്താൽ വില്ക്കാനുള്ള ഒരു കരാറിൽ ആ വിവരണത്തിനൊത്ത സാധനം കൊടുപ്പാൻ വീഴ്ചചെയ്യുന്നതു ഒരു ഉറപ്പുപറയൽ ലംഘനമല്ലെന്നും, എന്നാൽ അതു കരാറുതന്നെ ലംഘിക്കലായോ കരാറിന്നു വീഴ്ചവരുത്തലായോ ആശൈനാം അഡ്വിജ്ജർ പ്രൈ സി. ബി. പുണ്ടിക്കാണിച്ചിട്ടുണ്ട്.

പ്രത്യേക കച്ചവടപ്പേരുള്ള ചരക്കുകളുടെ വില്പനയും ഒരു വകുപ്പിലെ നിബന്ധനകൾ ക്ലബ്ബപ്പെടുത്തുന്നതിനും യാതൊരു ന്യായവുമില്ല. [ബോസ്വൽ ക്വാർട്ടർ തമ്മിലുള്ള വ്യവഹാരം (1877) 2, ആപ്പീൽ കേസസ്സ്, 455]. 113 - ാം വകുപ്പിലെ വിവരണത്തിന്റെ അർത്ഥം മനസ്സിലാക്കുവാൻ പ്രയാസമാണ്. വ്യക്തമായ ഒരു ഉറപ്പു പറയൽ അതിനു യോജിക്കാത്തതായി ഊഹമായുള്ള ഒരു ഉറപ്പു പറയലിനെ നിശ്ചയിക്കുമെന്നുള്ള സാധാരണ തത്വങ്ങൾ പ്രകാരം ഉണ്ടാകുന്നതാണ്. എങ്ങനെയായാലും, ഒരു വിവരണപ്പട്ടിക നിബന്ധനചെയ്യുന്നതാണെന്നു ഉദ്ദേശിച്ചിരിക്കുന്നപ്രകാരം വാല്യൂസ്റ്റും പ്രാറും തമ്മിലുള്ള വ്യവഹാരത്തിലെ (1911) എ.സി. 394 പ്രഭു സഭയുടെ തീർപ്പിനു വിരോധമായിട്ടുള്ളതാണെന്നു തോന്നുന്നു. ഇംഗ്ലീഷ് ആക്ടിലെ 13-ാം വകുപ്പ് ഈ വിഷയം സംബന്ധിച്ചുള്ള നിയമത്തെ പൂർണ്ണമായി ക്രമപ്പെടുത്തിക്കുന്നതെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം. ചരക്കുകൾ വിവരണത്തോടു യോജിച്ചവയായിരിക്കുന്നുവെന്നു നിബന്ധനചെയ്യുന്ന വകുപ്പിലെ ആദ്യഭാഗം ചാൽസ് പറയുന്നതുപോലെ സവ്വ സമ്മതമായ ഒരു പ്രമാണത്തെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ്. (ചാൽസിന്റെ ചരക്കുകൾ വിൽപ്പന എന്ന പുസ്തകം 45 - ാം താൾ). ചരക്കുകളിലെ അധികഭാഗവും മാതിരിയോടു തുല്യമായിരുന്നാൽ മതിയാകുന്നതല്ലെന്നു വകുപ്പിലെ 2 - ാം ഭാഗത്തു പറഞ്ഞിരിക്കുന്നപ്രകാരം ഇന്ത്യൻ ആക്ട് 113 - ാം വകുപ്പിലെ ബി എന്ന ഉദാഹരണത്തിൽ സ്വീകരിച്ചിട്ടുള്ളതാണ്. അതിനാൽ ഇന്ത്യൻ ആക്ടിലെ 113 - ാം വകുപ്പിന്റെ സ്ഥാനത്തു ഇംഗ്ലീഷ് ആക്ട് 13 - ാം വകുപ്പിലെ നിബന്ധനകൾ സ്വീകരിക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു.

16 എന്ന ചോദ്യം.—ചരക്കുകളുടെ തരത്തെയോ യോഗ്യതയെയോ പറയുന്നുള്ള ഊഹമായ നിശ്ചയങ്ങളെപ്പറ്റി ഒരു ചോദ്യം പ്രതിപാദിക്കുന്നു. അതു ഇംഗ്ലീഷ് ആക്ടിലെ 14 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതുമാണ്. (1) എന്ന ഉപവകുപ്പ് ബിഗ്ഗ് ചാർക്കിൻസണും തമ്മിലുള്ള വ്യവഹാരത്തിലെ (1892) 31 എൽ. ജെ. എക്സ്. 301 കോമ്പൺ സി ജെ. യുടെ വിധി ന്യായത്തെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ്. ആ വ്യവഹാരത്തിൽ, വിചാരണയ്ക്കായ ചീഫ് ജസ്റ്റിസ്സ് പറഞ്ഞതായിട്ടു:

"ഒരു പ്രത്യേക സാധനം ഒരു ക്രേതാവു് വാങ്ങുമ്പോൾ 'ക്രേതാവു്' സൂക്ഷിച്ചു പ്രവർത്തിക്കണമെന്ന ചട്ടം' സംബന്ധിക്കും. എന്നാൽ ചരക്കുകൾ അയച്ചു കൊടുപ്പാൻ ക്രേതാവു് ആവശ്യപ്പെടുകയും അതു് ഏതു് ആവശ്യത്തിനു് ഉദ്ദേശിച്ചിരിക്കുന്നുവെന്നു് ആ ആവശ്യം ഇങ്ങു കക്ഷികൾക്കും അറിയുമായിരിക്കേ അതിനു പറ്റുന്ന ചരക്കുകൾ വിൽപ്പനയുടെ വിവരം അന്വേഷിച്ചു് തിരുമനസ്സിലാക്കുന്നതിനുവേണ്ടി ക്രേതാവു് ആയാളെ വിശ്വസിച്ചിരിക്കുകയും ചെയ്യുന്ന സംഗതിയിൽ, ആ ആവശ്യത്തിനു ചരക്കുകൾ പറ്റുന്നവയായിരിക്കണമെന്നു വ്യക്തമായ യാതൊരു ഉടമ്പടിയും ഇല്ലെങ്കിലും കൂടി ആ ആവശ്യത്തിനു അവ പറ്റുന്നവയാണെന്നു ഊഹിക്കുമായ ഒരു ഉറപ്പു പറയപ്പെട്ടതായിരിക്കുന്നതാണു്, ആവശ്യമായ സാധനങ്ങൾ വിൽക്കുന്ന കാര്യത്തിൽ അങ്ങനെ ഒരു ഉറപ്പുണ്ടെന്നു കരുതാതിരിപ്പാൻ യാതൊരു ന്യായവുമില്ല. "

ഇന്ത്യൻ ആക്ടിലെ 114 - ാം വകുപ്പു് ഒരു തത്വത്തെ അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ളതാണു്. എന്നാൽ ആ വകുപ്പിലെ നിബന്ധനകൾ ഇംഗ്ലീഷ് ആക്ടു് 14 - ാം വകുപ്പു (1) എന്നു പേരുള്ളതിനെക്കാൾ ഇടുങ്ങിയ വ്യാപ്തിയോടു കൂടിയതുമായിരിക്കുന്നു. ഇംഗ്ലീഷ് ആക്ടിലെ പ്രസ്തുതമായ ഒരു വകുപ്പു് തയ്യാറാക്കുന്നതിൽ അനുകരിച്ചിട്ടുള്ളതുമല്ല.

വിൽപ്പന ചരക്കുകൾ ഉണ്ടാക്കുന്നവനോടോ ഉല്പാദകനോടോ ആയാലും അല്ലെങ്കിലും കച്ചവടസ്ഥർക്കു അതുകൊണ്ടു ലേശമുണ്ടാകയില്ലെന്ന (1) എന്ന ഉപവകുപ്പു വ്യക്തമാക്കുകയും കൂടി ചെയ്യുന്നു. പാക്കിൻസണും ലീയും തമ്മിലുള്ള വ്യവഹാരത്തിലെ (1862) 2 ഇൗസ്റ്റ് 314, തീർപ്പുല്പാദിപ്പിയായ സംശയം അല്പമെങ്കിലും തീർന്നു. ചരക്കുണ്ടാക്കുന്നവനല്ലാത്ത വിൽപ്പന അതിൽ ഗോപ്യമായുള്ള ഒരു ന്യൂനതക്കു ബാദ്ധ്യസ്ഥനല്ലെന്നു ആ വ്യവഹാരത്തിൽ തീർമാനിച്ചിരുന്നു. എന്നാൽ ഒരു തീർപ്പു ഇപ്പോഴും നിയമസാധുതപ്രാപിച്ചതല്ലെന്നു തോന്നിക്കുന്നുണ്ടു. [ചരക്കുകളുടെ വിൽപ്പനയെപ്പറ്റിയുള്ള ചാമർസിബന്ധ പുസ്തകം 54 - ാം ഭാഗവും പോളക്കിൻഹോണിന്റെയും മല്ലാമിസിന്റെയും കേസർ രാസ്സൽ ആക്ടു് 540 - ാം ഭാഗം എൽ.എൻ. (2) - ാം നോക്കുക.] ഇന്ത്യൻ ആക്ടു് 115 - ാം വകുപ്പിലെ നിബന്ധനകൾ (1) എന്ന ഉപവകുപ്പിലെ ക്ലൗസ്സിൽ ചേർത്തിരിക്കുന്നു.

(2) എന്ന ഉപവകുപ്പിൽ പറഞ്ഞ പ്രമാണം ഇക്കണ്ടിൽ രസിയായി സചീകാരം സിദ്ധിച്ചിട്ടുള്ളതാണു്. [ജോൺസും ജസ്റ്റും

തമ്മിലുള്ള വ്യവഹാരം (1868) എൽ.ആർ. 3 ക്യു.ബി. 197]. മതിരാശിയിൽ നിന്നുള്ള രണ്ടു വ്യവഹാരത്തിൽ രണ്ടു ജഡ്ജിമാരും സംശയിച്ചിരിക്കുന്നു. വിവരണപ്രകാരം ചരക്കുകൾ വില്പനസംഗതിയിൽ തരം വ്യാപാരത്തിനു പറഞ്ഞതരത്തിലുള്ളവയായിരിക്കണമെന്നുള്ള ഉറപ്പു ഉദ്ദേശ്യമായുണ്ടെന്നു രണ്ടു വ്യവഹാരങ്ങളിൽ തീർപ്പുപ്പെടുത്തി. [പീർ മഹമ്മദും കാലുരാമും തമ്മിലുള്ള വ്യവഹാരം (1918) 35 മതിരാശി എൽ.ജെ. 180-ം മാളി ആന്റ് കമ്പനിയും ആർ. ഡി. എ. ഫർമും തമ്മിലുള്ള വ്യവഹാരം (1922) 43 മതിരാശി എൽ.ജെ. 208-ം.]

ഇന്ത്യൻ ആക്ട് 110-ാം വകുപ്പിലെ നിബന്ധനകൾ (3) എന്നു ഉപവകുപ്പിൽ ഉദ്ധരിച്ചിരിക്കുന്നു. ഇന്ത്യൻ ആക്ടിലെ 111-ാം വകുപ്പിനെപ്പറ്റി പറയുകയാണെങ്കിൽ, ക്ഷയണ സാധനങ്ങളും മറ്റു ചരക്കുകളും തമ്മിൽ വല്ല വ്യത്യാസവും ഉള്ളതായി അടുത്ത കാലത്തുണ്ടായിട്ടുള്ള തീർപ്പുകൾ സമ്മതിക്കുന്നില്ലെന്നു കാണാം. [ഏട്ടൻസും മഞ്ഞുസും തമ്മിലുള്ള വ്യവഹാരം (1862) 31 എൽ.ജെ. എക്സ്., 139; സ്മിത്തും ബൈക്കും തമ്മിലുള്ള വ്യവഹാരം. (1878) 40 എൽ.ടി. 1, എൻ.എസ്സ്". 281. വാലിസും റസ്സലും തമ്മിലുള്ള വ്യവഹാരം (1902) 2. ആയർ. ആർ. 585, 611-ാം താളും നോക്കുക.] അതിനാൽ ഇന്ത്യൻ ആക്ടിലെ 111-ാം വകുപ്പിലെ നിബന്ധന വെച്ചുകൊണ്ടിരിക്കുന്നതിനു യാതൊരു ന്യായവുമില്ല.

17 എന്നു ചോദ്യം.—മാതിരിയിലും ഉള്ള വില്പനയെ സംബന്ധിച്ചുള്ളതാണു ഈ ചോദ്യം. 'ചരക്കു ഉഴുവാൻ മതിയിങ്ങനെ തിരിക്കണം?' എന്നു പറയുന്നതു കരാറിനോടു പാർശ്വബന്ധമുള്ള നല്ല ഉറപ്പു പറയലാണെന്നു പഴയ നിയമ ശ്രദ്ധകർത്താക്കൾ അഭിപ്രായപ്പെട്ടിരുന്നുവെങ്കിലും, ചരക്കു മാതിരിക്കു ഞെരുപ്പുള്ളായിരുന്നാൽ അതു തള്ളിക്കളയുവാൻ കോടതിക്കു അധികാരമുണ്ടെന്നു ആർബട്ട് സി. ജെ. തീർപ്പാക്കി. [പാർക്കും പാട്ടരും തമ്മിലുള്ള വ്യവഹാരം (1821) 4 ബി-ം, ആൽഡും 387.] ഈ വിഷയം സംബന്ധിച്ചുള്ള സകല വ്യവഹാരങ്ങളും പരിശോധിച്ചുനോക്കിയാൽ, ബണ്ണിന്റെ അഭിപ്രായപ്പെട്ടതായ ഉറപ്പു പറയൽ എന്നു പറയപ്പെടുന്ന ഇതു സാധാരണ നിയമപ്രകാരവും കൂടി യഥാർത്ഥത്തിൽ നല്ല നിശ്ചയമായിരുന്നു എന്നാണ്. (വില്പനയെപ്പറ്റിയുള്ള ബെഞ്ചമിന്റെ പുസ്തകം 736-ാം

മാറാം.) ചരക്കുകൾ പരിശോധിക്കുന്നതിനെപ്പറ്റി വല്ല തട്ടോ നടപ്പോ കച്ചവട നടപ്പോ ഉണ്ടായിരുന്നാലും ഇല്ലെങ്കിലും ഉഴുവാൻ ചരക്കു പരിശോധിക്കുന്നതിനു ന്യായമായ സൌകര്യങ്ങൾ കിട്ടുന്നതിനു ക്രേതാവിനു അവകാശമുണ്ട്" [ലാറിമർ സ്മിത്തും തമ്മിലുള്ള വ്യവഹാരം (1822) 1 ബി-ൿ, സി-ൿ 1]; മാതിരിയിൽ ദോഷപ്രായമായ വല്ല ന്യൂനതയുണ്ടെന്നു, ബുദ്ധി വിവേകമുള്ള ഒരു ക്രേതാവിന്റെ സാധാരണ പരിശോധനയിൽ കാണാത്തതല്ലാത്ത വല്ല ന്യൂനത ഉണ്ടായിരിക്കയും, ഉഴുവാൻ ചരക്കിൽ ആ ന്യൂനത ഉണ്ടായിരുന്നാൽ അതു കച്ചവടത്തിനു പറ്റാത്തതായിത്തീർന്നതായിരിക്കയും ചെയ്യാൽ, മാതിരിയെ സംബന്ധിച്ച് ആയതിൽ ആ ന്യൂനത ഇല്ലാതിരുന്നുവെങ്കിൽ എങ്ങനെയൊ അപ്രകാരം കരുതലുണ്ടായിരുന്നു". [ഹിൻമ്പട്ടം ഫിക്കുസന്നും തമ്മിലുള്ള വ്യവഹാരം (1872) 7. സി.പി. 486.] ഈ ചട്ടങ്ങൾ ഇംഗ്ലീഷ് ആക്ടിലെ 15-ാം വകുപ്പിൽ ഇപ്പോൾ ചേർന്നിരിക്കുന്നു. ഉഴുവാൻ ചരക്കു മാതിരിക്കു ഒരൊന്നെന്നുവരുമ്പോൾ അവയെ തരംതിരിക്കുവാൻ ക്രേതാവിനുള്ള അവകാശത്തെപ്പറ്റിമാത്രമാണു" ഇന്ത്യൻ ആക്ട് 112-ാം വകുപ്പിൽ പറയുന്നതു. ഈ വകുപ്പിൽ "ഉറപ്പു പറയൽ" എന്നതു ഉപയോഗിച്ചിരിക്കുന്നതുകൊണ്ടു തെറ്റിദ്ധരണകൾക്കു കാരണമുണ്ടാകുന്നു. അതിനാൽ ഇംഗ്ലീഷ് ആക്ട് 15-ാം വകുപ്പിന്റെ മാതിരിയിൽ 19-ാം ഖണ്ഡം എഴുതി നവീകരിച്ചിരിക്കുന്നു.

18 എന്ന ഖണ്ഡം.—ഇതു ഇംഗ്ലീഷ് ആക്ട് 16-ാം വകുപ്പിനെ അനുകരിച്ചുള്ളതാണു". നിരപ്പെട്ടുത്തിയ ചരക്കുകളെ നിലപ്പെടുത്തുന്നതുവരെ അവയിലുള്ള ഉടമയവകാശം കൈമാറുന്നില്ലെന്നു അനുമാനം നിബന്ധന ചെയ്തിരിക്കുന്നു. ഇന്ത്യൻ ആക്ടിലെ 79-ാ, 80-ാ, 87-ാ വകുപ്പുകൾ ഇതേ വിധേയത്തെപ്പറ്റി പ്രതിപാദിക്കുന്നു. പക്ഷെ അവയിലെ സംശയങ്ങൾ ഒഴിവാക്കുന്നതിനായി ഇംഗ്ലീഷ് വകുപ്പു ഞങ്ങൾ സ്വീകരിച്ചിരിക്കുന്നു.

19 മുതൽ 24 വരെ ഖണ്ഡങ്ങൾ.—19 (1)-ാ, (2)-ാം ഖണ്ഡങ്ങൾ ഇംഗ്ലീഷ് ആക്ടിലെ 17-ാം വകുപ്പു അനുസരിച്ചുള്ളതും 19 (3) എന്ന ഖണ്ഡവും 20 മുതൽ 24 വരെ ഖണ്ഡങ്ങളും 18-ാം വകുപ്പു അനുസരിച്ചുള്ളതുമാകുന്നു. ഇംഗ്ലീഷ് ആക്ടിലെ 18-ാം വകുപ്പിനോടു ചേർന്നിരിക്കുന്ന നാലു ചട്ടങ്ങൾ വെവ്വേറെ ഖണ്ഡങ്ങളിൽ അതായതു 20 മുതൽ 24 വരെ ഖണ്ഡങ്ങളിൽ പ്രസ്താവി

ച്ചിരിക്കുന്നു. കരാർലംഘനത്തെ ചൊല്ലിയുള്ള ഉടമ്പടികാരം കൈമാറാണെന്നു കക്ഷികൾ ഉദ്ദേശിക്കുന്നപക്ഷം അങ്ങനെ കൈമാറുന്നതായിരുന്നുള്ള ഇംഗ്ലീഷ് നിയമത്തിലെ പ്രമാണത്തെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു" 19 എന്ന ഖണ്ഡം. (ചാൽസ്‌വിന്റെ ചരക്കുകയറ്റുമതി എന്ന പുസ്തകം 58 - ാം താൾ.) ഇക്കാര്യം സംബന്ധിച്ച് ഇന്ത്യൻ കോടതികളിൽ പരസ്പര വിരുദ്ധമായ അഭിപ്രായങ്ങളുണ്ടെന്നു കാണുന്നു. ഉടമ്പടികാരം കൈമാറുന്ന കാര്യത്തെപ്പറ്റി പ്രതിപാദിക്കുമ്പോൾ സർ വില്യം മാർബി പറഞ്ഞതായിട്ടു: "കരാർ ശ്രദ്ധയുള്ള കക്ഷിയുടെ വ്യാപ്തിയെ മാത്രം അനുസരിച്ചു തീർപ്പാക്കേണ്ട ഒരു കാര്യമല്ല ഇതു എന്നു ഞാൻ വിചാരിക്കുന്നു. എന്നാൽ ഇതു കക്ഷികളുടെ ഉദ്ദേശത്തെ അനുസരിച്ചു തീർപ്പാക്കേണ്ട ഒരു കാര്യമാണു". ഇങ്ങനെ സംഗതികളെല്ലാം അവസാനമായി അതിനെ തരംതിരിച്ചിരിക്കുന്നു." [സുക്കാനന്ദം അഡ്വാളും തമ്മിലുള്ള വ്യവഹാരം 15. ബി.എൽ.ആർ. 276, 289 - ാം താൾ.] എന്നാൽ സ്പ്രിംഗ്‌കോമിയും സഹമന്ത്രാർ ഫയർ ഇൻഷുറൻസ് കമ്പനിയും തമ്മിലുള്ള വ്യവഹാരത്തിൽ [ഐ.എൽ.ആർ. 32 കൽക്കത്ത, 816] മുഖ്യൻ സി.ജെ. ഇതിനു വിപരീതമായ അഭിപ്രായം പറഞ്ഞു. ആ വ്യവഹാരത്തിൽ, സർ വില്യം മാർബിയുടെ വിധിന്യായത്തെ പുറമെ ആലോചിക്കാതെ, കക്ഷികൾ തമ്മിലുള്ള എപ്പോഴുള്ള കരാറുപ്രകാരമുള്ള ഒരു ചട്ടം ഇന്ത്യൻ തെളിവുനിയമത്തിലെ 78 - ാം വകുപ്പിലെ എപ്പോഴത്തെയും വിവക്ഷയായ ചീഫ് സ്റ്റുവിസ് തീരുമാനിച്ചു. മുഖ്യൻ സി.ജെ.യുടെ അഭിപ്രായം ശരിയായിട്ടുള്ളതല്ലെന്നു അടുത്തുണ്ടായ ഒരു വ്യവഹാരത്തിൽ ബോംബായി ഹൈക്കോടതി അഭിപ്രായപ്പെട്ടു [ആദിനാഥും ലാലും തമ്മിലുള്ള വ്യവഹാരം, 25 ബോംബായി, എൽ.ആർ. 778]. 78 - ാം വകുപ്പിലെ അവ്യവസ്ഥിതമല്ലാത്ത നിയമങ്ങൾ ഉപയോഗിച്ചു ഒരു വിധപ്രാപ്തിയുണ്ടായിരിക്കുന്നതു. അതിലെ നിബന്ധനകൾ കക്ഷികളുടെ ഉദ്ദേശത്തിനനുപ്പെട്ടിരിക്കുന്നെന്നു അതിൽ പറയുന്നില്ല.

ഒരു വാക്കു കൊടുക്കലും അതിന്റെ സ്വീകരണവും നടന്നിരിക്കുമ്പോൾ താഴെ പറയുന്ന നിയമങ്ങളിൽ ഏതെങ്കിലും ഒന്നു അനുസരിച്ചു നടക്കുന്നുവരെ ചരക്കിന്റെ ഉടമ്പടികാരം കൈമാറുന്നില്ലെന്നു 78 - ാം വകുപ്പു നിബന്ധന ചെയ്യുന്നു :—

(i) അച്ചാരം കൊടുക്കുകയോ വിലപ്പെട്ട കാട്ടുകയോ കൊടുക്കുകയോ ഏതാനും കൊടുക്കുകയോ ചെയ്യുക.

(ii) ചരക്കു എല്പിച്ചുകൊടുക്കുകയോ എന്തെങ്കിലും എല്പിച്ചുകൊടുക്കുകയോ ചെയ്യുക ;

(iii) എല്പിച്ചുകൊടുക്കുന്നതോ വില കൊടുക്കുന്നതോ രണ്ടുമോ നീട്ടിവെക്കുന്നതിനു വ്യക്തമായോ ഭാവാർത്ഥമായോ ഉള്ള ഒരു കരാർ :

എന്നാൽ വില്പന പൂർത്തിയാക്കുന്നതിനു വില കൊടുക്കുന്നതോ കൂടെ എല്പിച്ചുകൊടുക്കുന്നതോടുകൂടെ ഉഴവുന്നതോ എന്തെങ്കിലും നടന്നിരിക്കണമെന്നുള്ള ആവശ്യമില്ലെന്നു വ്യക്തമാണു്. അങ്ങനെ കൊടുക്കുന്നതു ആവശ്യമില്ലെന്നു മാത്രമല്ല, വില തിട്ടപ്പെടുത്തേണ്ടതുകൂടി ആവശ്യമില്ലെന്നു ഇന്ത്യൻ ആക്ടിലെ 59 - ാം വകുപ്പുകൊണ്ടു കാണുന്നു. ഒരു പ്രത്യേക സാധനം വില്ക്കുന്നതുകൊണ്ടു, അതു എല്പിച്ചുകൊടുക്കുന്നതതന്നെ അതിലെ ഉടമയവകാശം ക്രേതാവിനു ചെന്നുചേരുന്നുവെന്നു പണ്ടുതന്നെ, അതായതു 1833 ലും കൂടി, ഇംഗ്ലണ്ടിൽ പ്രസ്താവിച്ചിരുന്നു [ഡിക്സനും യെറ്റ്സും തമ്മിലുള്ള വ്യവഹാരം 5 B & Ad, 313, 340 - ാം ഭാഗം]. വില കൊടുക്കുന്നതോ എല്പിച്ചുകൊടുക്കുന്നതോ നീട്ടിവെക്കുന്നതിനെ സംബന്ധിച്ചു 78 - ാം വകുപ്പിലെ ഒടുവിലത്തെ പന്തിയിൽ പറഞ്ഞിരിക്കുന്നതുകൊണ്ടു പഴയ ഇംഗ്ലീഷ് സാധാരണനിയമപ്രകാരത്തെ അതു പുനരുദ്ധരണം ചെയ്യുന്നതെന്നു ഊഹിക്കാമെന്നു അഭിപ്രായപ്പെട്ടിരിക്കുന്നു. വില കൊടുക്കലോ വെച്ചുമാറ്റലോ അപ്പോൾ കൊടുക്കലോ എല്പിച്ചുകൊടുക്കലോ ഇല്ലാത്ത സംഗതികളിൽ, വില കൊടുക്കുന്നതോ എല്പിച്ചുകൊടുക്കുന്നതോ നീട്ടിവെപ്പാനുള്ള ഒരു ഉടമ്പടിയുടെ ആവശ്യത്തെ അതു പുനഃപരിപ്പിക്കുന്നതെന്നുണ്ടു കണ്ണിംഗ്ഹാമിന്റെയും ക്രൂഡ്ഡിന്റെയും അഭിപ്രായം (II - ാം പതിപ്പു 316 - ാം ഭാഗം). കടം കൊടുപ്പാനുള്ള ഒരു ഉടമ്പടിയുണ്ടെന്നു എന്തു ക്ഷീണത്തിൽ ഊഹിക്കുവാൻ പാടുണ്ടെന്നു 78 - ാം വകുപ്പിലെ ഒടുവിലത്തെ പന്തിയുടെ വാചകരീതികൊണ്ടു കാണുന്നില്ലെന്നാണു പൊളക്കിന്റെയും മുല്ലയുടെയും അഭിപ്രായം (449 - ാം ഭാഗം). അപ്രകാരവും അനിശ്ചിതമായ ഒരു ചട്ടമാണു് അതിനാൽ 78 - ാം വകുപ്പുള്ളതു ഏറ്റെടുത്തതിയിരിക്കുന്നതു.

ചരക്കു വില്പനക്കാരിനെ സംബന്ധിച്ചുള്ള നിയമത്തിൽ ഉടമയവകാശം കൈമാറുന്നതോ കൈമാറുന്നതോ ഏറ്റവും പ്രധാനമായ ഒരു കാര്യമാണു്. കച്ചവട സംബന്ധമായ കരാറുകളിൽ ഈ ചട്ടത്തിന്റെ നിശ്ചിതപ്രത്യയത്തിനു അതിന്റെ സാവത്തകാരം പല പ്പോഴും അധികം പ്രധാന്യമുണ്ടു [ലൊക്കിയങ്കും ഓഫ്ലിയും തമ്മിലുള്ള

വ്യവഹാരം I.T.R. 259]. കരാർലംഘനം വിപരീതമായ ഒരു ഉദ്ദേശം കാണാത്തപക്ഷം, വിറ്റ ചരക്കുകളിലെ ഉടമയവകാശം കൈമാറുന്നതിനു കരാർതന്നെ മതിയാകുന്നതാണെന്നു ഇംഗ്ലീഷ് നിയമത്തിൽ സ്ഥീകരിച്ചിരിക്കുന്നു സക്ഷവും ബന്ധിതവുമായ ചട്ടം അനുസരിച്ചു നടക്കുവാനുള്ള നന്നായിരിക്കുമെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം. ആ ചട്ടം ഇംഗ്ലീഷ് ആക്ടിലെ 17-ാം വകുപ്പിലുണ്ട്. 19 (1)-ം, (2)-ം ഖണ്ഡങ്ങളിൽ ഞങ്ങൾ ആയതിനെ സ്ഥീകരിക്കുകയും ചെയ്തിട്ടുണ്ട്.

കക്ഷികൾ അവർക്കു ഇഷ്ടമുള്ള കരാർ ചെയ്യാമെന്നതിനും നിയമപ്രകാരം അതിനു പ്രാബല്യമുണ്ടായിരിക്കുമെന്നതിനും സംശയമില്ല. കക്ഷികളുടെ ഉദ്ദേശം അവർ വ്യക്തമായി പ്രസ്താവിക്കുമ്പോൾ യാതൊരു വൈഷമ്യവുമുണ്ടാകുന്നില്ല. കരാർലംഘനമെന്നുള്ളതായിൽ ഒരു കാലത്തെ വിറ്റു നിശ്ചയവും അനുസരിച്ചു നടക്കുന്നതിനെ അർത്ഥമാക്കുമെന്നും ഉടമയവകാശം കൈമാറുന്നതാണെന്നും", എന്നാൽ പല സംഗതികളിലും ഈ കാര്യം സംബന്ധിച്ചു കക്ഷികൾക്കു യാതൊരുദ്ദേശവുമില്ലാതിരിക്കുകയോ അതു പ്രസ്താവിക്കുവാൻ അവർ വിഷമപ്പെടുകയോ ചെയ്യുന്നു. കക്ഷികൾക്കങ്ങനെയായിരുന്നുവെന്നു പറയാവുന്ന ഉദ്ദേശപ്രകാരം ഉടമയവകാശം എപ്പോൾ കൈമാറി എന്നു കണ്ടുപിടിക്കുവാൻ നിർണ്ണയിക്കുവാൻ വേണ്ടി ആധുനിക സംഗതികളിൽ കോടതികൾ ബന്ധിതമായ ചില ചട്ടങ്ങൾ ഏർപ്പെടുത്തിയിട്ടുണ്ട്. ആ ചട്ടങ്ങൾ ഇംഗ്ലീഷ് ആക്ടിലെ 18-ാം വകുപ്പിൽ ഏർപ്പെടുത്തുകയും (ചരക്കു വിലപനയെപ്പറ്റിയുള്ള ചാമ്പേർസിന്റെ പുസ്തകം 9-ം, 10-ം ഭാഗങ്ങൾ) 20 മുതൽ 24 വരെയുള്ള ബന്ധങ്ങളിൽ അവയെ സ്ഥീകരിക്കുകയും ചെയ്തിരിക്കുന്നു.

മറ്റൊരു ഉദ്ദേശം കാണാത്തപക്ഷം, 20 മുതൽ 24 വരെ ബന്ധങ്ങളിൽ പറഞ്ഞിരിക്കുന്ന ചട്ടങ്ങളനുസരിച്ചു ഉടമയവകാശം കൈമാറുന്നതെന്നുള്ള പൊതുപ്രമാണം 19 (3) എന്ന ബന്ധത്തിൽ പറഞ്ഞിരിക്കുന്നു. പ്രത്യേക ചരക്കുകളുടെ വിലനക്കുള്ള നിശ്ചയരഹിതമായ ഒരു കരാറിന്റെ സംഗതിയിൽ, വില കൊടുക്കുകയോ ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുകയോ ചെയ്യുന്നതു ഉടമയവകാശം കൈമാറുന്നതിനു ആവശ്യമല്ലെന്നു 20-ാം ബന്ധം വ്യക്തമാക്കുന്നു. ചരക്കുകൾ കൊടുത്തയക്കുന്ന സ്ഥിതിയിലാക്കുന്നതുവരെ ഉടമയവകാശം കൈമാറുന്നില്ലെന്നു 18-ാം വകുപ്പിലെ 3-ാം ചട്ടം അനുസരിച്ചു 21-ാം ബന്ധം നിബന്ധനചെയ്യുന്നു. അതേ പ്രമാണം തന്നെ ഇന്ത്യൻ ആക്ടിലെ 80-ാം വകുപ്പിലും ഏർപ്പെടുത്തിയിരിക്കുന്നു.

ഇംഗ്ലീഷ് ആക്ട് 18 - ാം വകുപ്പിലെ 4 - ാം ചട്ടം, 22 - ാം ഖണ്ഡത്തിൽ അടങ്ങിയിരിക്കുന്നു. അതു ഇന്ത്യൻ ആക്ടിലെ 81 - ാം വകുപ്പിനു തുല്യമായിട്ടുള്ളതുമാണ്. വിവരണം മൂലം വിറ്റ നിശ്ചപ്പെടുത്താത്തതൊ മേലാധികാരത്തൊ മുമ്പാകെയുള്ള തുടർന്നുള്ള കാര്യത്തിൽ ഇംഗ്ലീഷ് വകുപ്പിലെ 5 - ാം ചട്ടം അനുസരിച്ച് 23 (1) എന്ന ഖണ്ഡം നിലനിന്നു ചെയ്യുന്നു. ഒരു ഉപഖണ്ഡം ഇന്ത്യൻ ആക്ടിലെ 83 - ാം വകുപ്പിനു തുല്യമായിട്ടുള്ളതുമാണ്. 83 - ാം വകുപ്പിൽ പറഞ്ഞിരിക്കുന്ന പ്രമാണത്തിനു വിധേയപ്പെട്ടതാണെന്നു മാത്രമേ ഒരു വ്യത്യാസമുള്ളൂ. ഇന്ത്യൻ ആക്ട് 84-ാം വകുപ്പിലുള്ളതു. അതിനെ പ്രത്യേക നിയമവകുപ്പിൽ ചേർത്തിരിക്കുന്നതു എന്തിനാണെന്നു പറയുവാൻ പ്രയാസമുണ്ട്. ഒരു കടത്തുകാരനു ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുന്നതിനെ സംബന്ധിച്ചുള്ള 25 - ാം ഖണ്ഡത്തിലെ (2) എന്ന ഉപഖണ്ഡം ഇംഗ്ലീഷ് ആക്ട് 18 - ാം വകുപ്പ് 5 (2) എന്ന ചട്ടത്തെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു. ഒരു തത്വം ഇന്ത്യൻ നിയമത്തിൽ സ്വീകരിച്ചിട്ടുണ്ടു [പൊളക്കിൻറെയും മല്ലയുടെയും കരാർ നിയമം ആക്ട് 472-473 പേജുകളും മോസ്സ് ഗ്രേറ്റാ മൊബൈൽ കമ്പനിയും ഡൽഹി മോട്ടോർ കമ്പനിയും തമ്മിലുള്ള വ്യവഹാരവും, 24 ബോമ്പായ് എൽ.ആർ. 1146, നോക്കുക].

'പരിശോധനക്കുപ്പെട്ടുള്ള വില്പനയെ' സംബന്ധിച്ചുള്ളതാണു 24 - ാം ഖണ്ഡം. അതിനു ഇംഗ്ലാണ്ടിൽ 'വില്പനയൊ നടക്കിയതുകൊണ്ടൊ' എന്നു പറയുന്നു. ഇംഗ്ലീഷ് ആക്ട് 18 - ാം വകുപ്പിലെ (4) എന്ന ചട്ടം ഒരു വിഷയം സംബന്ധിച്ചുള്ളതാണു. പരിശോധനക്കുപ്പെട്ട് ചരക്കുകൾ അയക്കുമ്പോൾ ഭേദമായ—

(a) വ്യക്തമായൊ, ചരക്കുകളുടെ കയ്യുത്തിൽ ഉടമസ്ഥനെന്ന നിലക്കൊ പ്രമാണിയൊ, അവയെ സ്വീകരിച്ചിരിക്കുന്നുവെന്നു കാണിക്കുകയാകട്ടെ,

(b) തൃപ്തികരമായതുവെന്നു അറിയിപ്പു കൊടുക്കാതെ നിശ്ചയിച്ച സമയത്തൊ ന്യായമായ ഒരു സമയത്തൊ കഴിയുന്നതുവരെ ചരക്കുകൾ വെക്കുകയാകട്ടെ,

(c) ചരക്കുകൾ നശിച്ചുപോവാതൊ അവക്കു കേടുവരുമാതൊ അവയെ വിറ്റ തൻറെ സ്വന്ത പ്രവൃത്തിയൊ വീഴ്ചയൊളം, അവയെ മടക്കിക്കൊടുക്കുന്നതു അസാദ്ധ്യമാക്കിത്തീർക്കുകയാകട്ടെ,

ചെയ്യുന്നതുവരെ സാധാരണയായി പൂർത്തിയായ ഒരു വില്പനയ്ക്കു നിലവിലുണ്ടായിരുന്നതായി സ്വീകരിച്ചിരിക്കുന്ന ചട്ടം (പൊളക്കിന്റെയും മുല്ലയുടെയും കരാർ നോക്കുക 452 - ാം താൾ). രണ്ടാമത്തെ ചട്ടം ഇംഗ്ലീഷ് ആക്ടിലെ 18 - ാം വകുപ്പിലെ 4 - ാം ചട്ടമായി ചേർത്തിട്ടുണ്ട്. അതു സ്വീകരിക്കണമെന്നുണ്ട് ഞങ്ങളുടെ മുമ്പാകെ. ഇന്ത്യൻ ആക്ട് സംബന്ധിച്ചേടത്തോളം ഒരു പ്രമാണവ്യവസ്ഥപ്പുറമെ 78 - ാം വകുപ്പിലെ (6) എന്ന ഉദാഹരണത്തിൽ പറഞ്ഞിരിക്കുന്നു. ഇതു പ്രമാണപ്പെട്ട ഒരു അധികാരത്തിന്റെ ഉദാഹരണത്തിൽ നിന്നുമാത്രമായി ഒരു പ്രത്യേക പൊരുളായി ചേർക്കണമെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം.

ഇന്ത്യൻ ആക്ടിലെ 55 - ാം വകുപ്പു വിട്ടുകളയണമെന്നും കൂടി ഞങ്ങൾ കരുതുന്നു. അതിൽ പറഞ്ഞ ചട്ടം മുമ്പുള്ളതിനെ സംബന്ധിച്ചുള്ള ഒരു ചട്ടമാണ്. അതു കരാർ നേർപ്പെടുത്തുകയോ അല്ലാതാക്കുകയോ എന്നുള്ള കാര്യത്തെ അനുസരിച്ചിരിക്കുന്നതുമാണ് [ഹാൽസ്ബറിയുടെ ഇംഗ്ലാണ്ടിലെ നിയമങ്ങൾ എന്ന പുസ്തകം, 25 - ാം വാല്യം, 175 - ാം താൾ].

25 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡത്തിനു മുമ്പായി ഇന്ത്യൻ ആക്ടിൽ പ്രത്യേക നിബന്ധനകൾ ഇല്ല, കൈകൊടുക്കലും കൊടുക്കാനുള്ള അവകാശം കളിനിലക്കാതെ ഒരു കടത്തുകാരനു എടുപ്പിച്ചുകൊടുക്കുന്നതിനെപ്പറ്റിയാണ് 23 - ാം ഖണ്ഡത്തിലെ (2) എന്ന ഉപഖണ്ഡം പ്രതിപാദിക്കുന്നു. ഈ ഖണ്ഡത്തിൽ കൈകൊടുക്കലും ചെയ്യാൻ വിട്ടുകൊടുത്ത അവകാശത്തെപ്പറ്റിയാണ് പറയുന്നതു. (1) എന്ന ഉപഖണ്ഡം പൊതുവായി സംബന്ധിക്കുന്നതും കടൽവഴി കടത്തിക്കൊണ്ടുപോകുന്നതിനെ മാത്രമായി സംബന്ധിക്കുന്നതല്ലാതും ആണ്. എന്നാൽ (2) എന്നും (3) എന്നും ഉപഖണ്ഡങ്ങൾ കടൽവഴി കടത്തിക്കൊണ്ടുപോകുന്നതിനെ സംബന്ധിക്കുന്നവയാണ്. ഈ ചട്ടത്തിൽ പറഞ്ഞിരിക്കുന്നപ്രമാണം ഇംഗ്ലീഷ് ആക്ടിലെ 19 - ാം വകുപ്പിലുണ്ട്, അതു ഇന്ത്യയിൽ ബാധിയായി സ്വീകരിച്ചിട്ടുണ്ട് (24 ബൊമ്പായി എൽ.ആർ. 1140 നോക്കുക).

26 എന്ന ഖണ്ഡം.—ചരക്കുകളെ സംബന്ധിച്ചുള്ള ഉത്തരവാദിത്വം അവയുടെ ഉടമയുടെകാര്യത്തെ പിന്തുടരുന്നതാണെന്നു തത്വം വിട്ടുപോകാത്ത ഒരു നിയമചട്ടമായി ഇന്ത്യൻ ആക്ട് 56 - ാം വകുപ്പിൽ എഴുതിച്ചേർത്തിട്ടുണ്ടെന്നു തോന്നുന്നു. ഇംഗ്ലീഷ് സാധാരണ നിയമ

പ്രകാരം അതു പ്രയോഗിക്കുന്നു. കക്ഷിക ൾക്കു സമ്മതമുള്ളപക്ഷം, ഉടമയവകാശങ്ങൾകൈമാറുന്ന സമയത്തുതന്നെ അവശ്യം വേണമെന്നില്ലാത്ത വല്ല കാലത്തേ നിയമപ്രകാരമോ ഉത്തരവാദിത്വം കൈമാറണമെന്നു സമ്മതിക്കുന്നതിൽ കക്ഷികളെ തടസ്ഥപ്പെടുത്തുന്നതിനു ഇംഗ്ലാണ്ടിലെ നിയമത്തിൽ യാതൊന്നുമില്ല; അതിനാൽ ഉടമയവകാശം പ്രത്യേക സംഗതികളിൽ ഉത്തരവാദിത്വത്തിൽനിന്നു വേർപ്പെടുത്താവുന്നതാണ് [മാട്ടിന്യൂവും കിങ്ചിങും തമ്മിലുള്ള വ്യവഹാരം (1872) എൽ.ആർ. 7 ക്യു.ബി. 496, ഒപ്പാപ്പിം (1918) എ.സി. 167, 168 - ാം താൾ]. കക്ഷികൾ ഉത്തരവാദിത്വമുള്ളവരായിരിക്കുമ്പോൾ അവർ ഒരു സംഗതിയുണ്ടാകുന്നതാണ്. പ്രത്യേകയോഗ്യതകളെ ഒഴിവാക്കുന്നതും അധികം വ്യാപ്തിയുള്ളതുമായ ഇംഗ്ലീഷ് ആക്ടിലെ 20 - ാം വകുപ്പിൽ പറഞ്ഞിരിക്കുന്ന ചട്ടം ഇന്ത്യയിൽ സ്വീകരിക്കണമെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം. എഴുതിക്കൊടുക്കുന്നതു താമസിക്കുകയും വിക്രയിയോ ക്രേതാവോ മറെറ കക്ഷിക്കുവേണ്ടി മദ്ധ്യേകാരനായി പ്രവൃത്തി നടത്തുകയും ചെയ്യുന്ന സംഗതികൾകൂടി അതു നിബന്ധന ചെയ്യുന്നുണ്ട്. ഇംഗ്ലീഷ് ആക്ട് 20 - ാം വകുപ്പിലെ നിബന്ധനകൾ ഞങ്ങൾ സ്വീകരിച്ചിരിക്കുന്നു.

27 മുതൽ 29 വരെ ഖണ്ഡങ്ങൾ.—1823 ലെയും 1825 ലെയും 1842 ലെയും ആക്ടുകളായ ആദ്യത്തെ മൂന്നു മല്ലാലി ആക്ടുകൾ (ഫാക്ടറേഴ്സ് ആക്ടുകൾ) പാസ്സാക്കുന്നതിനു മുമ്പെ ഇന്ത്യാനാട്ടിൽ ചരക്കുകളുടെ അവകാശരേഖകളുടെ കൈവശമുള്ള ഒരാൾ, താഴെ പറയുന്ന സംഗതികളിലൊഴികെ തനിക്കു സിദ്ധിച്ച ഉപദേശത്തിനു വിരോധമായി ആ ചരക്കുകൾ കൈകാര്യം ചെയ്തിട്ടുണ്ടായിരുന്നില്ല:—

(1) വില്പന പരസ്യമാക്കുന്നിടമായിരിക്കുക;

(2) വില്പാൻ വിക്രയിക്ക അവകാശമില്ലെന്നു പറയുവാൻ തരമില്ലാത്ത വിധത്തിൽ ചരക്കുകളുടെ ഉടസ്ഥൻ നടന്നിരിക്കുക;

(3) നിയമപ്രകാരം വില്പാനുള്ള അധികാരം അന്വേഷിച്ചു ചരക്കുകൾ വിറ്റിരിക്കുക.

ചരക്കുകളുടെ ചരക്കുകൾക്കുള്ള അവകാശരേഖകളുടെ കൈവശത്തിൽ ഏല്പിച്ചിട്ടിയിരിക്കുന്ന മല്ലാലികളുടെയും പ്രാപാരക്കാരു

സ്ഥലങ്ങളെയും അധികാരത്തെപ്പറ്റിയാണു് മേല്പറഞ്ഞ മല്ലാരി ആക്ടുകളിൽ പ്രതിപാദിച്ചിരിക്കുന്നതു. ഈ ആക്ടുകളുടെ കൂട്ടായുള്ള ഫലം, കൊളംബൊൻഡ് ഡെസ്റ്റർൺ ബാങ്കും തമ്മിലുള്ള വ്യവഹാരത്തിൽ (1875) എൽ.ആർ. 1 പി.സി. 354, 372 - ൽ ഗ്രോത്തു, ബ്രാഡ്ഫോർഡ്, എൽ.ജെ. മുങ്ങിപ്പറഞ്ഞിരിക്കുന്നു. ആക്ടുകളുടെ ചരിത്രവും നയവും പരിശോധിച്ചതിനു ശേഷം അദ്ദേഹം പറഞ്ഞതാവിതു :—

"പൊതുജനങ്ങൾക്കായിവെച്ചു നടത്തുന്ന വിളക്കുകൾ സാധാരണ നിയമം നല്കുന്ന പ്രാബല്യത്തെക്കാൾ സാധാരണ കച്ചവടനടവടിയനുസരിച്ചു നടത്തുന്ന എല്ലാ വിളക്കുകൾക്കും പണയത്തുകയും നല്കണമെന്ന നിയമനിർമ്മാണസഭ കരുതിയിരുന്നതായി തോന്നുന്നില്ല..... ....തടസ്ഥം കൂടാതെ മുതൽ കൈകാര്യം ചെയ്യുവാൻ തനിക്കു അധികാരമുണ്ടെന്നു വിശ്വസിപ്പിക്കത്തക്കവണ്ണം ബാങ്കു മറ്റൊരാളെ വഞ്ചിക്കുന്ന സംഗതിയിൽ, യഥാർത്ഥ ഉടമസ്ഥന്റെ പ്രവൃത്തി മൂലം താൻ തെറ്റിദ്ധരിപ്പാൻ ഇടയായി എന്നു കാണിക്കുവാൻ സാധിക്കാതിരുന്നാൽ ആ ആരും ആരുടെയും സഹിക്കേണ്ടതാണു് എന്നാണു് സാധാരണ നിയമപ്രമാണം. ചരക്കുകളോ ചരക്കുകപ്പലുകളോ ഈടുവാങ്ങിയിരിക്കുന്നവർ ഒന്നാമതൊരാൾക്കു കാര്യസ്ഥനെ എഴുപ്പിച്ചിരിക്കുകയും കാര്യസ്ഥനെന്ന നിലയിൽ അയാൾ ചരക്കുകപ്പൽ വിലുകയോ പണയം വെക്കുകയോ ചെയ്യുകയും ചെയ്യുന്ന സംഗതിയിൽ ചരക്കുകപ്പൽ വിലുവാങ്ങുന്നവരുടെ അവകാശം വാങ്ങുവാനോ അയാൾക്കു അധികാരമുണ്ടായിരുന്നില്ലെന്നതിനെപ്പറ്റി അറിയിപ്പു കൂടാതെ ആ കാര്യസ്ഥനുമായി ഉടമ്പടിചെയ്തവരായി ഈടാളുചെയ്തു അയാളുടെ ചരക്കുകപ്പൽ വാങ്ങുകയോ അയാൾക്കു അഡ്വാൻസു കൊടുക്കുകയോ ചെയ്യുന്ന വല്ല ആളെയും ആക്ടിന്റെ പുറത്തു കൂടെ ആ പ്രവൃത്തിയിലും തെറ്റിദ്ധരിപ്പിച്ചിരിക്കുന്നതായിക്കണമെന്നു നിയമമാക്കിത്തീർക്കണമെന്നു നിയമനിർമ്മാണസഭ കരുതിയിരുന്നതായി തോന്നുന്നു."

അതിനാൽ മേല്പറഞ്ഞ മല്ലാരി ആക്ടുകളിലെ നിബന്ധനകൾ യഥാർത്ഥത്തിൽ വാണിജ്യസ്ഥം സംബന്ധിച്ചുള്ള സാധാരണ നിയമം വിസ്തരിപ്പെടുത്തിയതാണെന്നു കാണാം.

ഈ ആക്ടുകളിൽ ഉപയോഗിച്ചിരുന്ന പദങ്ങളും ചരക്കുകളും കൈവശമേല്പിച്ചുകിട്ടിയ "ആളെ" "കാര്യസ്ഥനെ" എന്നായി

ങ്ങനെ. എന്നാൽ ആർക്കാണ് കച്ചവട ഇടവാടകകാര്യമാത്രം സംബന്ധിച്ചിരുന്നതെന്നും, "ആളൊ" "കാഴ്ചസ്ഥനെ" എന്നപക്ഷത്തിൽ ഒരു വേലക്കാരനൊ സ്വതന്ത്രമായി കരാർ ചെയ്യുന്ന കക്ഷിയെന്ന നിലയിൽ കടന്നിക്കൊണ്ടുപോകുന്നതിനൊ സൂക്ഷിപ്പിനൊ മറ്റു ആവശ്യത്തിനൊ വേണ്ടി ചരക്കുകാം കൈവശമേറ്റിരിക്കുന്ന ഒരാളൊ അതിലുപ്പെട്ടതല്ലെന്നും, എന്നാൽ മല്ലാഹികളെപ്പോലെ പ്രസിദ്ധിയുള്ള ചില തരം കച്ചവട കാഴ്ചസ്ഥന്മാർക്കുള്ളായ പ്രവൃത്തി നടത്തുന്ന ആർക്കുകാംമാത്രം അതിലുപ്പെടുന്നതെന്നും തീർക്കാനിച്ചിട്ടുണ്ട്. അതിനാൽ ഒരു പീഡെത വ്യാപാരിയുടെ ഗുമസ്ഥനെന്ന നിലയിൽ ചരക്ക എടുപ്പിച്ച കൊടുപ്പാനുള്ള കല്പനകാം കൈവശമുണ്ടായിരുന്ന ഒരാം, തന്റെ യജമാനനെ വഞ്ചിച്ച സാധുവായി അവയെ പണയം വെക്കുന്നക വിധത്തിൽ ഈ ആർക്കുടെ അർത്ഥപ്രകാരം ഒരു കാഴ്ചസ്ഥനല്ലെന്ന് തീർമാനിച്ചിരിക്കുന്നു.

ഇന്ത്യൻ ലാ കമ്മീഷനർമാർ കരാർ ശാസ്ത്രത്തിൽ എഴുതിത്തയ്യാറാക്കിയ കാലത്തു ഇംഗ്ലീഷ് നിയമം ഈ നിലയിലായിരുന്നു. ഇനി ഈ വിഷയം സംബന്ധിച്ചുള്ള ഇന്ത്യൻ നിയമത്തെപ്പറ്റി പറയുകയാണെങ്കിൽ, 1840 ലെയും 1844 ലെയും രണ്ടു മല്ലാഹി ആർക്കാം അക്കാലത്തു ഇന്ത്യയിൽ നടപ്പുണ്ടായിരുന്നു. 1840 ലെ ഇന്ത്യൻ മല്ലാഹി ആക്ടിൽ 1828 ലെയും 1825 ലെയും ഇംഗ്ലീഷ് മല്ലാഹി ആക്ടിലെ നിബന്ധനകാംതന്നെ എഴുപ്പെടുത്തിയിരുന്നു. 1844 ലെ ഇന്ത്യൻ മല്ലാഹി ആക്ടിൽ 1842 ലെ ഇംഗ്ലീഷ് മല്ലാഹി ആക്ടിലെ നിബന്ധനകളും എഴുപ്പെടുത്തിയിരുന്നു. രണ്ടു ഇന്ത്യൻ ആർക്കുകളും അവയെ അടിസ്ഥാനപ്പെടുത്തിയിരുന്ന ഇംഗ്ലീഷ് ആർക്കുകളെപോലെ പണയങ്ങളെമാത്രം സംബന്ധിച്ചവയായിരുന്നു, വില്പനകളുടെ അധികാരം ആർക്കുകളിലുണ്ടായിരുന്നില്ല.

ചരക്കുകളുടെ പ്രത്യക്ഷത്തിലുള്ള ഒരു ഉടമസ്ഥൻ അവയെ വില്പനയുടെ സംബന്ധിച്ച 81 - ാം വകുപ്പിൽ താഴെ പറയുന്ന നിബന്ധന എഴുപ്പെടുത്തി ഇന്ത്യൻ ലാ കമ്മീഷനർമാർ മൈക്കാം എഴുപ്പുത്തിൽ തീർത്തു :—

"ചരക്കുകാം കൈവശമുള്ള മറ്റു ആളുടെയും പക്കൽനിന്നു അവയെ വാങ്ങി ചരക്കുകളുടെ ഉടമയവകാശം സമ്പാദിക്കാം,

എന്നാൽ ക്രമേണ ഉത്തമവിശ്വാസമായും കൈവശമുള്ള തുകത്തെ അവയെ വില്പാൻ അവകാശമില്ലെന്ന ന്യായമായി ഊഹിക്കുവാൻ തരമില്ലാത്ത അവസ്ഥകളിലും പ്രവർത്തിച്ചിരിക്കുകയും വേണം.”

മറ്റു പ്രകാരം പറയുകയാണെങ്കിൽ ഇന്ത്യയിലെ ഏതൊരു സ്ഥലവും ചൊസ്സ മാക്കറാണെന്നു നിഷ്കർഷന ചെയ്യണമെന്നു കരുതിയിരുന്നു. ഒരു ബിൽ അഭിപ്രായത്തിനയച്ചിരുന്ന സമയത്ത് കമ്മിറ്റിക്കാർ ഒരു ഖണ്ഡത്തിനു വിരോധം പറഞ്ഞു. ഇന്ത്യൻ നാട്ടു സംസ്ഥാനങ്ങളിൽനിന്നു കാലികളെ കയറ്റുമതി ചെയ്യുന്നതു തടുക്കുകയെന്ന ഗ്രിട്ടീഷ് ഇന്ത്യ ഒരു നിഷ്കർഷന ഹേതുവായി ഒരു തടയസ്ഥാനമായിത്തീരുമെന്നായിരുന്നു അക്ഷേപത്തിനുള്ള പ്രധാന കാരണം. വളരെ വാദപ്രതിവാദത്തിനു ശേഷം ഒരു ഖണ്ഡം ഇന്ത്യൻ തുകയിലെ 108 - ാം വകുപ്പിൽ ഇപ്പോൾ നിലനിൽപോലെ അവസാനമായി ആകർഷിച്ചിരിക്കുകയും ചെയ്തു.

പ്രത്യക്ഷമായ ഒരു ഉടമസ്ഥൻ പണയം വെക്കുന്നതിനെ സംബന്ധിച്ച അവർ എഴുതിത്തയ്യാറാക്കിയ ഖണ്ഡം താഴെ പറയുന്ന പ്രകാരത്തിലായിരുന്നു :—

“ചരക്കുകളോ വല്ല കേവുപാത്രമോ ഡൊക്കു വാറണ്ടോ പാണ്ടകശാല സൂക്ഷിപ്പുകാരനോടു സ്ഥിരീകരണമോ ചരക്കു എല്പിച്ചു കൊടുപ്പാനുള്ള വാറണ്ടോ കല്പനയോ ചരക്കുകളുടെ അവകാശം സംബന്ധിച്ചുള്ള മറ്റു വല്ല രേഖയോ കൈവശമുള്ള ഒരാൾ, ആ ചരക്കുകളോ രേഖകളോ സാധുവായി പണയപ്പെടുത്താവുന്നതാണു”. എന്നാൽ പണയം വാങ്ങുന്ന ആൾ ഉത്തമവിശ്വാസമായി പ്രവർത്തിക്കുകയും പണയം ചെയ്യുന്ന ആൾ ന്യായരഹിതമായി പ്രവർത്തിക്കുന്നുവെന്നു ന്യായമായി ഊഹിപ്പാൻ തരമില്ലാത്ത അവസ്ഥകളിൽ പ്രവർത്തിക്കുകയും വേണം.”

ഒരു ഖണ്ഡം സിലക്ട് കമ്മിറ്റിക്കാർ സ്വീകരിച്ചു : പിന്നീട് അതു ഇന്ത്യൻ തുകയിലെ 178 - ാം വകുപ്പായിത്തീരുകയും ചെയ്തു.

മേല്പറഞ്ഞ ഖണ്ഡങ്ങളെപ്പറ്റി സർ ഫ്രെഡറി മെയ്ൻ താഴെ പറയുന്ന വിധത്തിൽ പ്രസ്താവിച്ചിരിക്കുന്നു :—

“ഒരു വിഷയം വളരെ പ്രയാസമുള്ളതെന്നു പറയാതിരിപ്പാൻ തരമില്ല. നിശ്ചയമായും തന്റെ സ്വത്തായിരുന്നതു തിരിച്ചു

കിട്ടുവാനുള്ള അവകാശം ഒരു വിധത്തിൽ നഷ്ടപ്പെടുന്ന സാധുവായ ഒരാൾക്കുണ്ടാകുന്ന കഷ്ടതയെപ്പറ്റി നാം ഒരു ഭാഗത്തു ആലോചിക്കേണ്ടിയിരിക്കുന്നു. മറുഭാഗത്തു താൻ ഉത്തമവിശ്വാസമായി വാങ്ങിയ സാധനം നഷ്ടപ്പെടുന്നതുകൊണ്ടു ഭാരമായി വാങ്ങിയ ആൾക്കുണ്ടാകാവുന്ന കഷ്ടതയെപ്പറ്റി അധികമായി ആലോചിക്കേണ്ടിയിരിക്കുന്നുവെന്നു ഞങ്ങൾക്കു തോന്നുന്നു. വസ്തു സൂക്ഷിപ്പിനോ കാഴ്ചയിൽ ആദ്യം പറഞ്ഞ ആൾ ഉപേക്ഷയോ അശ്രദ്ധയോ കാണിച്ചിട്ടുണ്ടെന്നുള്ള കാര്യം ആയാളുടെ മേൽ മുതലാം. കട്ടവിൽ പറഞ്ഞ ആളുടെ നടപടി കീഴ്കോടതികളും അനുകരിച്ചു. അതിനാൽ നിരിണ്ണയം അന്വേഷിച്ചു ആലോചിക്കുന്നതായാൽ ക്രേതാവിനു ഗുണകരമായ ഒരു ചട്ടമുണ്ടാക്കുന്നതായിട്ടാണ് വരുന്നതു; വ്യാപാരഗുണത്തിനു അനുയോജ്യമായ നയവും അതേ തിരിപ്പിനു അനുകൂലമാണു".

ക്രേതാവു ഉത്തമവിശ്വാസമായി പ്രവർത്തിക്കുകയും ചരക്കു കൈവശമുള്ള ആൾക്കു അതിനെ വില്പാൻ അവകാശമില്ലെന്നു ന്യായമായി മനസ്സിലാക്കുകയും അവസ്ഥകളിൽ പ്രവർത്തിച്ചിട്ടില്ലാതിരിക്കുകയും ചെയ്യുന്നതായാൽ, ചരക്കു കൈവശമുള്ള വല്ല ആളുടെയും പക്കൽനിന്നു അവയെ വാങ്ങുന്നതുകൊണ്ടു ചരക്കുകളിൽ ഉടമയവകാശം സമ്പാദിക്കാമെന്നു അതിനാൽ ഞങ്ങൾ നിഷ്കർഷ ചെയ്തിരിക്കുന്നു. മേലുകാര്യം കൈവശമുള്ള ആൾക്കു അവയെ വില്പാനോ പണയപ്പെടുത്തുവാനോ അവകാശമില്ലെന്നു ന്യായമായി മനസ്സിലാക്കത്തക്ക അവസ്ഥകളില്ലാതിരുന്നാൽ, ചരക്കുകളുടെ അവകാശമേലുകാര്യം കൈവശമുള്ള ആളുകളിൽനിന്നു ചരക്കു വിലക്കു വാങ്ങുകയോ പണയമായി വാങ്ങുകയോ ചെയ്യുന്ന ആളുകളുടെ കാര്യം നിവർത്തിക്കുന്നതിനു വേണ്ടി കല്പിച്ചു ആളുടെയോ കാല്പാടും അനുസരിച്ചു അതുപോലെയുള്ള നിബന്ധനകൾ ചേർത്തിട്ടുണ്ടെന്നും പറഞ്ഞുകൊള്ളുന്നു."

ചരക്കുകൾ കൈവശമുള്ള "വല്ല ആളു" ടെയും പക്കൽനിന്നു ഒരു ക്രേതാവു അവയെ വാങ്ങുന്നതായാൽ അയാൾ ഉത്തമവിശ്വാസമായി പ്രവർത്തിച്ചിരിക്കുന്നപക്ഷം ആ ക്രേതാവിനു ആ ചരക്കുകളുടെ കാര്യത്തിൽ നല്ല അവകാശം സിദ്ധിച്ചിരിക്കണമെന്നായിരുന്നു ഉദ്ദേശമെന്നു മേൽപറഞ്ഞതിൽനിന്നു വ്യക്തമാണല്ലോ. നിയമനിർമ്മാണസഭയുടെ ഉദ്ദേശം അതായിരുന്നുവെങ്കിലും ഇന്ത്യൻ ആക്ട് 108 - ം, 178 - ം എന്നീ രണ്ടു വകുപ്പുകളിലുമുള്ള 'കൈവശം' എന്ന

പദം 'നിയമാനുസൃതമായ കൈവശം' എന്നു ചില വ്യവഹാരങ്ങളിൽ ഇന്ത്യൻ കോടതികൾ വ്യാഖ്യാനിച്ചിരിക്കുന്നു. എന്നാൽ മറ്റു ചില വ്യവഹാരങ്ങളിൽ 'കൈവശം' എന്ന പദം അതിന്റെ സാധ്യതയുള്ള അർത്ഥത്തിൽ ഉപയോഗിച്ചിട്ടുണ്ടെന്നും അതിനു വല്ല വിശേഷണങ്ങളും ചേർക്കുവാൻ ന്യായമില്ലെന്നും നീപ്പക്കിയിരിക്കുന്നു (ഹാജി നഹിം ബാക്കർ സൺസ് ലിമിറ്റഡ് ബാങ്കും തമ്മിലുള്ള വ്യവഹാരം, ഐ.എൽ.ആർ. 56 കല്ക്കത്ത 347 നോക്കുക—അതിൽ ഒരു വിഷയം സംബന്ധിച്ചുള്ള സകല വ്യവഹാരങ്ങളും പരിശോധിച്ചിട്ടുണ്ട്). എന്നാൽ തീപ്പെട്ടുടെ പൊതുവായ ഗതി, നിയമാനുസരണമായ കൈവശത്തിനും, കല്പലികളുടെയുള്ള വ്യാപാരകാര്യസ്ഥന്മാർക്ക് തുല്യസ്ഥാനമുള്ള ആളുകൾ നടത്തുന്ന വില്പനകൾക്കും പണയങ്ങൾക്കും മാത്രം ഈ രണ്ടു വകുപ്പുകളുടെ പ്രവർത്തനം സംബന്ധിപ്പിക്കണമെന്നാണ്. പ്രമാണങ്ങളുടെ സ്ഥിതി ഇങ്ങനെയായിരിക്കയാൽ പ്രകൃതത്തിലുള്ള ഉടമസ്ഥന്മാർ നടത്തുന്ന വില്പനകളും പണയങ്ങളും സംബന്ധിച്ചുള്ള നിയമം വ്യക്തമാക്കുന്നതു നന്നായിരിക്കും. ബില്ലിലെ 27 മുതൽ 30 വരെ ഖണ്ഡങ്ങളിൽ അതു ചെയ്യുവാൻ ഞങ്ങൾ ശ്രമിച്ചിട്ടുണ്ട്. അങ്ങനെ ചെയ്യുന്നതിൽ ഈ കല്പലി ആക്ടുകളെ ദുർബലപ്പെടുത്തുന്ന 1859 ലെ ഇംഗ്ലീഷ് കല്പലി ആക്ടിലെ ചില നിബന്ധനകൾ ഞങ്ങൾ എടുത്തിട്ടുണ്ട്. ആ ആക്ടിലെ 1 - ാം വകുപ്പിൽ 'വ്യാപാരകാര്യസ്ഥൻ' എന്ന പദത്തിനു വ്യാപാര കാര്യസ്ഥൻ എന്ന നിലയിലുള്ള കച്ചവട നടപടി അനുസരിച്ച് ചരക്കുകൾ വില്പാനെ വില്പാനായി ഭാവയെ കയറ്റി അയക്കുവാനോ ചരക്കുകൾ വാങ്ങുവാനോ ചരക്കുകളുടെ ഉറപ്പിന്മേൽ പണം കടം വാങ്ങുവാനോ അധികാരമുള്ള ഒരു വ്യാപാര കാര്യസ്ഥനെന്ന അർത്ഥവിവരണം ചെയ്തിരിക്കുന്നു. 2 - ാം വകുപ്പിൽ പറഞ്ഞ ക്ലിപ്തങ്ങൾക്കുപ്പെട്ട് ക്രേതാവിനു നല്ല അവകാശം കൊടുക്കുന്നതാകുന്നു, ഉടമസ്ഥന്റെ സമ്മതത്തോടു കൂടി കാര്യസ്ഥൻ കൈവശം വെച്ചുകൊണ്ടിരിക്കുന്ന ചരക്കുകളോ ചരക്കുകൾക്കുള്ള അവകാശപത്രങ്ങളോ വില്പാനും പണയം വെക്കുവാനും അല്ലെങ്കിൽ അവയെക്കൊണ്ടു മറ്റു വിധത്തിൽ കൈകാര്യം ചെയ്യുവാനും 2 - ാം വകുപ്പു ഒരു വ്യാപാര കാര്യസ്ഥനെ അധികാരപ്പെടുത്തുന്നു.

ബില്ലിലെ 27 - ാം ഖണ്ഡത്തിൽ വില്പാനുള്ള അധികാരം വ്യാപാര കാര്യസ്ഥന്മാർക്ക മാത്രമുണ്ടായിരിക്കുമെന്നു ഞങ്ങൾ ക്ലിപ്തപ്പെടുത്തിയിരിക്കുന്നു. അങ്ങനെ ക്ലിപ്തപ്പെടുത്തുന്നതുകൊണ്ടു ഞങ്ങൾ

ഇന്ത്യൻ നിയമത്തെ സാരാംശത്തിൽ ഇംഗ്ലീഷ് നിയമത്തെപ്പോലെ യാക്കിയിരിക്കുന്നു. പരസ്യമാർക്കറിലെ വില്പനകൾ ഇംഗ്ലീഷ് നിയമത്തിൽ സ്വീകരിച്ചിരിക്കുന്നുവെന്നതിനു തർക്കമില്ല. എന്നാൽ ആ വക വില്പനകളുടെ കാര്യത്തിൽ പിന്നിട്ടുള്ള സ്ഥിതിവിവരക്കണക്കുകൾ വഴിയായ ക്ലപ്തങ്ങൾ ഏർപ്പെടുത്തിയിരിക്കയാൽ പരസ്യ മാർക്കറിനെ സംബന്ധിച്ചുള്ള നിയമത്തിനു ഇംഗ്ലണ്ടിൽ വഴിയായ പ്രാധാന്യമില്ലാതായിത്തീർന്നിരിക്കുന്നു. പരസ്യമാർക്കറിനെ സംബന്ധിച്ചുള്ള പ്രമാണം ഇന്ത്യയിൽ സംബന്ധിപ്പിക്കണമെന്നു ഞങ്ങൾക്കു തോന്നുന്നില്ല.

ചരക്കുകളുടെ ഉടമസ്ഥനല്ലാത്ത ആളും ഉടമസ്ഥന്റെ സമ്മതത്തോടു കൂടി വില്ക്കുവാൻ തക്കവണ്ണമുള്ള ഒരാളോട് ചരക്കുകൾ വാങ്ങുന്ന ആളുകൾക്കു, ബണ്ടത്തിൽ പറഞ്ഞ രണ്ടു സംഗതികളിലൊഴികെ, ആ ചരക്കുകൾ വില്ക്കുന്നാൾക്കുണ്ടായിരുന്ന അവകാശത്തിൽ കൂടുതലായി യാതൊരു അവകാശവും സിദ്ധിക്കുന്നതല്ലെന്നു ഞങ്ങൾ ഒരു ബണ്ടത്തിൽ പ്രസ്താവിച്ചു പറഞ്ഞിട്ടുണ്ടു. അതിലൊരു സംഗതി വാങ്ങുന്നയാൾ, മറ്റേതു ഉടമസ്ഥന്റെ സമ്മതത്തോടുകൂടിയും വില്ക്കുന്നതിനോ വില്ക്കുവാൻ കഴിവുണ്ടായിരുന്നതിനോ മറ്റൊരാളുടെ അധികാരത്തോടുകൂടിയും ചരക്കുകൾ കൈവശം വെച്ചുകൊണ്ടിരിക്കുന്ന വ്യാപാര കാര്യസ്ഥൻ നടത്തുന്ന വില്പനയുടെ കാര്യമാണു. 1 - ാം പ്രസ്താവനയുടെ 108 - ാം വകുപ്പിലെ ആദ്യത്തെ ഭാഗത്തിനു പകരം 27 - ാം ബണ്ടം ചേർത്തിരിക്കുന്നു, ആ വകുപ്പിലെ 2 - ാം പ്രസ്താവന 28 - ാം ബണ്ടത്തിലായി മാറിയിരിക്കുന്നു. ഇംഗ്ലീഷ് ആക്ടിലെ 23 - ാം വകുപ്പിന്റെ രണ്ടിടിയിൽ 3 - ാം പ്രസ്താവനയ്ക്കു പകരം 29 - ാം ബണ്ടം ചേർത്തിരിക്കുന്നു. 3 - ാം പ്രസ്താവനയിലെ 2 - ാം ഭാഗം ആവശ്യമില്ലാത്തതിനാൽ ഞങ്ങൾ വിട്ടുകളഞ്ഞിരിക്കുന്നു.

30 എന്ന ബണ്ടം.—ഇതൊരു പുതിയ ബണ്ടമാണു. താൻ വിറ്റ ചരക്കുകൾ കൈവശമുള്ള ഒരു വിൽപ്രയി നടത്തുന്ന വില്പനയുടെ കാര്യത്തിൽ ആ നിയമം ചെയ്യുന്നു. അതു ഇംഗ്ലീഷ് ആക്ട് 25 - ാം വകുപ്പ് (1) എന്ന ഉപവകുപ്പ് തന്നെ എടുത്തു എഴുതിയതാണു. ആ വകുപ്പ് 1889 ലെ ഇന്ത്യൻ കല്ലാലി ആക്ട് 8 - ാം വകുപ്പിനെ ഭേദഗതിപ്പെടുത്തിട്ടുള്ളതാണു. 1889 ലെ ഇംഗ്ലീഷ് കല്ലാലി ആക്ട് 8 - ാം വകുപ്പ് നിയമമാക്കുന്നതിനു മുമ്പു കോടതി

പുതന്റെ സൌകര്യത്തിനുവേണ്ടി ചരക്കുകളും അവകാശ രേഖകളും വിക്രയിയുടെ കൈവശത്തിലെക്കെയും തയ്യാറും അവയെ ചരിയായി വീണ്ടും വില്പനകയോ പണയപ്പെടുത്തുകയോ ചെയ്യുവും ചെയ്യുന്നപക്ഷം രേഖയെ ഉത്തരവിശ്വാസമായി വാങ്ങുകയോ പണയം വാങ്ങുകയോ ചെയ്ത ആളുടെമേൽനിന്നു ക്രേതാവു മടക്കിവാങ്ങാനെന്ന തീർപ്പാക്കിയിരുന്നു. സാധാരണ നിയമപ്രകാരം ഉടമസ്ഥനാകുന്ന കക്ഷിയുടെ നിലയ്ക്കുവാനാണ് മല്ലാലി ആക്ടിലെ 8 - ാം വകുപ്പു നിയമമാക്കിയിരുന്നതു.

ആത്മവിശ്വാസം കടമായിട്ടായിരിക്കുന്ന സംഗതിയിൽ, വിക്രയിയുടെ സമ്മതത്തോടുകൂടി ചരക്കുകൾ കൈവശം കിട്ടുന്ന ഒരു ക്രേതാവു നടത്തുന്ന ഒരു വില്പനയുടെ കാര്യത്തിൽ 24 - ാം വണ്ടത്തിലെ (2) എന്ന ഉപവകുപ്പു നിബന്ധന ചെയ്യുന്നു. അതു ഇംഗ്ലീഷ് ആക്ട് 25 - ാം വകുപ്പ് (1) എന്ന ഉപവകുപ്പു പകർത്തിയെഴുതിയതാണു്. 1889 ലെ ഇംഗ്ലീഷു മല്ലാലി ആക്ടു് 9 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതുമാണു്. ഇംഗ്ലീഷു മല്ലാലി ആക്ടു് 9-ാം വകുപ്പ് നിയമമാക്കുന്നതിനു മുമ്പു ക്രേതാവു ചരക്കുകളോ ചരക്കുകൾക്കുള്ള അവകാശപത്രങ്ങളോ വില്ക്കുകയോ പണയപ്പെടുത്തുകയോ ചെയ്തതുകൊണ്ടു വിലകിട്ടാത്ത വിക്രയിയുടെ അവകാശത്തിനു മോക്ഷം തട്ടുന്നതല്ലെന്ന തീർപ്പാക്കിയിരുന്നു. അതിനുള്ള ന്യായം ഒരു കാര്യസ്ഥനെന്ന നിലയിൽ ക്രേതാവിനു ചരക്കുകൾ എല്പിച്ചിട്ടില്ലായിരുന്നുവെന്നതായിരുന്നു. മേല്പറഞ്ഞ സാധാരണ നിയമപ്രകാരം ഉടമസ്ഥനാകുന്ന കക്ഷിയോടു തീർക്കുവാനാണു് ഇംഗ്ലീഷു മല്ലാലി ആക്ടിലെ 9 -ാം വകുപ്പു നിയമമാക്കിയതു. ബില്ലിലെ (2) എന്ന ഖണ്ഡത്തിലെ 'ചരക്കുകളുടെ കാര്യത്തിൽ വിക്രയിക്കുള്ള മറ്റു അവകാശം' എന്ന പദപ്രയോഗം, ഒരു കരാർ നിഷേധിക്കാവുന്ന വല്ല കാരണങ്ങളിന്മേലും കരാർ നിഷേധിക്കുന്നതിനു ഒരു വിക്രയിക്കുണ്ടായേക്കാവുന്ന ഒരു അവകാശത്തെ, മറ്റു കാര്യങ്ങൾക്കിടയിൽ, സംബന്ധിക്കുന്നതാണു്.

ക്രേതാവു നേരിട്ടു എല്പിച്ചുകൊടുക്കുകയോ കൈമാറം ചെയ്കയോ ചെയ്യുന്നതുകൊണ്ടു "ഈ മുഖാന്തരം സമ്മതത്തോടുകൂടി ചരക്കുകളോ അവകാശരേഖകളോ കൈവശമുള്ള ഒരു വ്യാപാരകാര്യസ്ഥൻ എല്പിച്ചുകൊടുക്കുകയോ കൈമാറം ചെയ്കയോ ചെയ്യുൽ എങ്ങനെയൊ അതു മാത്രം ചാലംതന്നെയുണ്ടാകുന്നതാണെന്നു" 25 - ാം വകുപ്പിലെ (2) എന്ന ഉപവകുപ്പു നിബന്ധനചെയ്യുന്നു. 'വ്യാപാരകാര്യ

സ്ഥൻ ' എന്നപദം ഉപയോഗിക്കാതെഒഴിക്കുന്നതിനുവേണ്ടി; മറ്റു നടത്തെ വാക്കുകൊണ്ട പകരം ' പിടിച്ചുവെപ്പാനുള്ള അവകാശമൊ മറ്റു അവകാശമൊ ഇല്ലാതിരുന്നാലൊഅങ്ങനെയൊ അതേഫലംതന്നെയുണ്ടാകുന്നതാണ് ' എന്നു ഞങ്ങൾ ഉപയോഗിച്ചിട്ടുണ്ടു. മാന്യാരിതിയിലുണ്ടാക്കിയ ലേഖം ഹേതുവായി ഫലത്തിൽ യാതൊരു ഭേദവുമുണ്ടാകുന്നില്ലെന്നു ഞങ്ങൾ കരുതുന്നു.

കൈവശമുള്ള ഒരു വിക്രയിയുടെയൊ ക്രേതാവിന്റെയൊ പക്കൽനിന്നു വാങ്ങുന്ന ഒരാൾക്കുള്ള രക്ഷ, വിക്രയിക്കൊ ക്രേതാവിനൊ വേണ്ടി പ്രവൃത്തി നടത്തുന്ന ഒരു വ്യാപാരമദ്ധ്യസ്ഥന്റെ പക്കൽനിന്നു വാങ്ങുന്ന ഒരാൾക്കും കിട്ടി നല്ലോണമൊ എന്നതിനെപ്പറ്റി സംശയം അഭിപ്രായവ്യത്യാസമുണ്ടായിരുന്നു. ഇപ്പോഴുള്ള ഖണ്ഡം പുതിയതാണു ; ക്രേതാവിനു നല്ല അവകാശം സിദ്ധിക്കാവുന്ന കൂടുതൽ കാര്യങ്ങൾക്കു അതു നിബന്ധനചെയ്യുന്നു ; അതിനാൽ ഒരു വിക്രയിക്കൊ ക്രേതാവിനൊ വേണ്ടി പ്രവൃത്തിനടത്തുന്ന ഒരു വ്യാപാരമദ്ധ്യസ്ഥനിൽ നിന്നു മേല്പറയുന്ന വാങ്ങുന്ന ഒരാളെയും കൂടി ആ രക്ഷയുടെ വ്യാപ്തിയിൽ ഉൾപ്പെടുത്തുന്നതു ന്യായരഹിതമായിട്ടില്ലെന്നു ഞങ്ങൾ കരുതുന്നു. കൈവശമുള്ള വിക്രയിയൊ ക്രേതാവൊ കൃത്രിമമായ അധികാരപ്പെടുത്തിയ ഒരാൾ നടത്തുന്ന ഒരു വില്പന സംബന്ധിച്ചു് വ്യക്തമായ ഒരു നിബന്ധന ആവശ്യമില്ലെന്നു പറയേണ്ടതില്ലല്ലൊ.

ഇന്ത്യൻ ആക്ട് 108 - ാം വകുപ്പിൽ ഞങ്ങൾ ചെയ്തിരിക്കുന്ന ഭേദഗതിപ്രകാരം ആലോചിക്കുന്നതായാൽ വില്ലിലെ 27 - ാം ഖണ്ഡത്തിലെ നിബന്ധനകൾക്കു യോജിപ്പാക്കുന്നതിനു വേണ്ടി 178 - ാം വകുപ്പു ഭേദപ്പെടുത്തുന്നതു ന്യായരഹിതമെന്നു ഞങ്ങൾ കരുതുന്നു.

31 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡം ഇംഗ്ലീഷ് ആക്ടിലെ 27 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു്. അതിനു തുല്യമായി ഇന്ത്യൻ ആക്ടിൽ പ്രത്യേക വകുപ്പില്ലെങ്കിലും ഭാഗം 5 ാം വകുപ്പിൽ അന്തർഭവിച്ചിരിക്കുന്നു. ആ പ്രത്യേക വകുപ്പു ആവശ്യമാണെന്നു ഞങ്ങൾ കരുതുന്നു.

32 എന്ന ഖണ്ഡം.—വിക്രയി ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുവാൻ ബാദ്ധ്യസ്ഥനായിരുന്നതും ക്രേതാവു വില കൊടുക്കുവാൻ ബാദ്ധ്യസ്ഥനായിരുന്നതുമായ പ്രമാണം ഉൻകൂട്ടി നടത്തുന്ന നിശ്ചയങ്ങ

ടെ സ്വരാവത്തിലുള്ളതായി ഒരേ സമയത്തു നടന്നതാണ് ഊഹിക്കുന്നതിനുള്ള ന്യായങ്ങളൊന്നും, തന്നെയും യാഥാർത്ഥ്യം നടന്നതാണെന്നോ, നടന്നതാൻ തക്കവണ്ണമാകത്തക്കവണ്ണമോ, നടത്തുവാൻ തനിക്കും മനസ്സുണ്ടെന്നുള്ള പറയാതെയും, ഒരു കക്ഷി മറെറാരു കക്ഷിയെ കരാർ നടത്തുവാൻ നിർബ്ബന്ധിച്ചുകൊണ്ടാണെന്നാണ് സാധാരണ ചട്ടം. (വില്ലനേയ്പ്പറ്റി ബെല്ലമിന്റെ പുസ്തകം 682 - ം, 683 - ം ഭാഗങ്ങൾ) "മറെറാരു വിധത്തിൽ സമ്മതിച്ചിട്ടില്ലാത്തപക്ഷം" എന്നു പദപ്രയോഗം ചെയ്തു, കടമായുള്ള വില്പനകളെയോ സി.ഐ.എഫ്. കരാറുകളെപ്പോലെയുള്ള പ്രത്യേക കരാറുകളെയോ ഒഴിവാക്കണം. ഈ ചട്ടം ഇംഗ്ലീഷ് ആക്ടിലെ 28 - ാം വകുപ്പിൽ ചേർത്തിട്ടുണ്ട്. അതിനെ ഈ ബന്ധത്തിൽ സ്വീകരിച്ചിരിക്കുന്നു. ഈ ചട്ടത്തിന്റെ പ്രമാണതത്വം ഇന്ത്യൻ ആക്ടിലെ 51 - ാം വകുപ്പിൽ അന്തർഭവിച്ചിട്ടുണ്ട്.

33 എന്ന ഖണ്ഡം.—മദ്ധ്യകകം ഏതു വിധത്തിൽ എഴുതിച്ചു കൊടുക്കുമെന്നതിനെപ്പറ്റി ഈ ഖണ്ഡം നിബന്ധന ചെയ്യുന്നു. അതു ഇന്ത്യൻ ആക്ടിലെ 91-ാം വകുപ്പിനു തുല്യമായിട്ടുള്ളതുമാണു". എഴുതിച്ചു കൊടുക്കുന്നതായിക്കരുതുന്നതെന്നു കക്ഷികൾ സമ്മതിക്കുന്ന ഒരു പ്രവൃത്തിയോ സാധനമോ മൂലവും എഴുതിച്ചുകൊടുക്കുമെന്നു വ്യക്തമാക്കുന്നതിനു വേണ്ടി, "എഴുതിച്ചു കൊടുക്കുന്നതായിക്കരുതുന്നതെന്നു കക്ഷികൾ സമ്മതിക്കുന്നു" എന്ന പദങ്ങൾ ചേർത്തിരിക്കുന്നു (ഹാൽസ്ബറിയുടെ ഇംഗ്ലണ്ടിലെ നിയമങ്ങൾ, 25 - ാം വാല്യം 206 - ാം ഭാഗം).

34 എന്ന ഖണ്ഡം.—ഇന്ത്യൻ ആക്ട് 92 - ാം വകുപ്പിലെ നിബന്ധനകൾ ഈ ഖണ്ഡത്തിൽ എടുത്തു പറഞ്ഞിരിക്കയാണു". എതാനും ഭാഗം എഴുതിച്ചുകൊടുക്കുന്നതുകൊണ്ടു മുഴുവനും എഴുതിച്ചു കൊടുത്തതായിക്കരുതണമെന്നുവെയ്ക്കുകയും സമ്മതിക്കുകയും ചെയ്തിരിക്കുന്നപക്ഷം, എതാനും എഴുതിച്ചുകൊടുക്കുന്നതു മുഴുവനും എഴുതിച്ചു കൊടുത്തതിനു തുല്യമാണെന്നും, അങ്ങനെ ഉദ്ദേശിക്കുകയും സമ്മതിക്കുകയും ചെയ്യുന്നപക്ഷം അങ്ങനെ കരുതിക്കൊള്ളണമെന്നുമുള്ള ഇംഗ്ലീഷ് സാധാരണ നിയമചട്ടത്തെ അതു സ്ഥിരപ്പെടുത്തുന്നു. (പൊളക്കി ബെറയും മുല്ലയുടെയും കരാർ ശാസ്ത്രം ആക്ട് 189 - ാം ഭാഗം).

35 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡത്തിൽ ഇന്ത്യൻ ആക്ട് 93-ാം വകുപ്പിലെ നിബന്ധനകൾ എടുത്തു പറഞ്ഞിരിക്കയാണു". അതിനു തുല്യമായി യാതൊരു പ്രത്യേക നിബന്ധനയും ഇംഗ്ലീഷ് ആക്ടിൽ

ഇല്ലെന്നുള്ളതു വാസ്തവമാണു്. പക്ഷെ ഈ പ്രമാണത്തെ ഇംഗ്ലീഷിലും ശരിയായി സംഗ്രഹിച്ചിട്ടുണ്ടെന്നു തോന്നുന്നു. വിചാരിച്ചതുപോലെ ഒരു ഉടമ്പടിയില്ലാത്തപക്ഷം, ക്രേതാവിനു ചരക്കുകൾ അയച്ചു കൊടുക്കുവാനോ കൊണ്ടുപോയിക്കൊടുക്കുവാനോ ഒരു വിക്രയി നിബന്ധിതനല്ലെന്നു തീർപ്പാക്കിയിരിക്കുന്നു. ക്രേതാവിനു നിക്ഷേപം ചെയ്വാൻ കഴിയുന്നതരം വിധത്തിൽ വിക്രയി അവയെ ക്രേതാവിനു വിട്ടുകൊടുക്കുകയോ വെച്ചുകൊടുക്കുകയോ ചെയ്യാം (വില്ല്യംസ്സും റിയുള്ള ബെല്ലിന്റെ പുസ്തകം 783-ാം ഭാഗം). ഈ ചട്ടത്തെ മാനത്തക്കവണ്ണം ഇംഗ്ലീഷ് തരുക്കിന്റെ താക്ഷാന്തീതിയിൽ യാതൊന്നുമില്ലെന്നാണു് ചാൾസ് അഭിപ്രായപ്പെടുന്നതു [ഫാൽസ്ഗ്രേവിയുടെ ഇംഗ്ലാന്റിലെ നിയമങ്ങൾ എന്ന പുസ്തകം 25-ാം വാള്യം എസ്.എൻ, (a) 207-ാം ഭാഗം]. "പ്രകൃതമായ വല്ല കരാർ ഉണ്ടായിരുന്നാലൊഴികെ" എന്നതിനു പകരം "ഒരു കരാറിനു പുറമെയോ വിപരീതമായോ ഒരു കരാർ ഇല്ലാതിരുന്നാലൊ" എന്നതു ചേർക്കണമെന്നതിനെപ്പറ്റി ഞങ്ങളുടെ ഇടയിൽ അഭിപ്രായവ്യത്യാസമുണ്ടായിരുന്നു. ബില്ലിലെ 5, 36 (1), 62 എന്നീ വണ്ടങ്ങളെപ്പറ്റി എടുത്തു പറയുകയും ചെയ്തു. 35-ാം വണ്ടത്തിൽ പറഞ്ഞ ചട്ടം 1872 മുതൽ നടപ്പിലുള്ളതുകൊണ്ടും അതിനെ അനുഭവത്തിൽ പ്രയോഗിച്ചുവരുന്നതുകൊണ്ടും "പ്രകൃതമായ ഒരു കരാറുണ്ടായിരുന്നാലൊഴികെ" എന്നതു ഞങ്ങൾ മാറാതെ വെച്ചിരിക്കുന്നു.

35 എന്ന വണ്ടം.—ഇംഗ്ലീഷ് തരുക്കിലെ 29-ാം വകുപ്പും ഇന്ത്യൻ തരുക്കിലെ 94-ാം വകുപ്പും കൂട്ടിച്ചേർത്താണു് ഈ വണ്ടം. ഇംഗ്ലീഷ് തരുക്കു് 29 (1) എന്ന വകുപ്പിലെ രണ്ടാം ഭാഗം ഞങ്ങൾ വിട്ടുകളഞ്ഞതു് അതിനു പകരം ഇന്ത്യൻ തരുക്കു് 94-ാം വകുപ്പിലെ നിബന്ധനകൾ ചേർത്തിരിക്കുന്നു: ഇന്ത്യൻ തരുക്കു് 94-ാം വകുപ്പിനു തുല്യമായ (2) എന്ന ഉപബന്ധത്തിൽ "ഉചിതകരങ്ങളെയോ" എന്നതിനു പകരം "ഉണ്ടാകരങ്ങളെയോ" എന്നതു ചേർക്കുകയും ചെയ്തിരിക്കുന്നു.

(1) എന്ന ഉപവണ്ടം 29-ാം വകുപ്പിലെ (1) എന്ന ഉപവകുപ്പിനു തുല്യമായിട്ടുള്ളതാണു്.

പ്രകൃതമായോ ഉഹ്യമായോ ഉള്ള വല്ല കരാറുണ്ടായിരുന്നാലൊഴികെ, ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുന്നതിനുള്ള സ്ഥലം, വിക്രയിക്ക

പ്രായപൂർത്തിയായിട്ടുണ്ടെങ്കിൽ അയാളും, ഇല്ലെങ്കിൽ അയാളുടെ വാസസ്ഥലവുമാണെന്നു ഇംഗ്ലീഷ് ആക്ട് 29 (1) എന്ന വകുപ്പിന്റെ മേലുദ്ധരിച്ചിട്ടുള്ള ഭാഗങ്ങളും നിബന്ധന ചെയ്തിരിക്കുന്നു. ഇംഗ്ലീഷ് ആക്ടിനാൽ ഇങ്ങനെ ഒരു നിബന്ധന ചെയ്യുന്നതിനു മുമ്പു, ഇംഗ്ലണ്ടിൽ നിലവായ യാതൊരു ചട്ടവുമുണ്ടായിരുന്നില്ല. പ്രത്യക്ഷത്തിൽ അധികം ബന്ധിതമായ ഒരു ചട്ടം ഇംഗ്ലീഷ് ആക്ടിൽ ഉൾപ്പെട്ടതേതുണ്ടായിരുന്നുവെന്നാണ് ചാമർസിന്റെ അഭിപ്രായം (ചരക്കു വിൽപ്പനയെപ്പറ്റിയുള്ള ചാമർസിന്റെ പുസ്തകം 86 - ാം ഭാഗം). 94 - ാം വകുപ്പിൽ ചേർത്ത ചട്ടങ്ങളിലും ഇന്ത്യയിൽ യാതൊരു വൈഷമ്യവുമുണ്ടായിട്ടില്ലെന്നു കാണുന്നു. അതിനാൽ അതു പൊച്ചുകാണ്ടിരിക്കണമെന്നു ഞങ്ങൾ അഭിപ്രായപ്പെടുന്നു.

37 എന്ന ഖണ്ഡം.—ചരക്കുകളുടെ ഉടമയെ സംബന്ധിച്ചുണ്ടാകാവുന്ന ഒരു സംശയത്തെപ്പറ്റി ഇന്ത്യൻ ആക്ടിലെ 119 - ാം വകുപ്പു നിബന്ധന ചെയ്യുന്നു. ഇംഗ്ലീഷ് ആക്ടിലെ 30 - ാം വകുപ്പു പൂർണ്ണമായിട്ടുള്ളതും, സാധാരണയുണ്ടായേക്കാനിടയുള്ള എല്ലാ അനിശ്ചിത സംഗതികളെയും പറ്റി പ്രതിപാദിക്കുന്നതുമാകുന്നു. അതിനാൽ ഇംഗ്ലീഷു വകുപ്പിലെ നിബന്ധനകൾ ഞങ്ങൾ സ്വീകരിച്ചിരിക്കുന്നു.

38 എന്ന ഖണ്ഡം.—ഗഡുക്കളായി ചരക്കുകൾ എല്പിച്ചുകൊടുക്കുന്ന കാര്യം ഇന്ത്യൻ ആക്ടിലെ 39 - ം, 120 - ം വകുപ്പുകളിലെ സാധാരണ നിബന്ധനകളിൽ പെടുന്നു. പ്രകൃതമായോ ഉദ്ദേശ്യമായോ ഉള്ള ഒരു കരാറില്ലാതിരുന്നാൽ, ക്രേതാവിനു വിറ്റ ചരക്കുകൾ ഗഡുക്കളായി ഏല്പിച്ചുകൊടുക്കുന്നതു സ്വീകരിക്കുവാൻ അയാൾ നിബന്ധിതനല്ലെന്ന ഉൽപാദത്തെ ഖണ്ഡത്തിൽനിന്നു വന്നുചേരുന്നു. ഇതിനു ഇംഗ്ലീഷു ആക്ടിലെ 31 - ാം വകുപ്പു (1) എന്ന ഉപവകുപ്പിൽ നിബന്ധന ചെയ്തിട്ടുണ്ടു. 38 (1) എന്ന ഖണ്ഡത്തിൽ ഞങ്ങൾ അതു സ്വീകരിച്ചിരിക്കുന്നു.

ചരക്കുകൾ ഗഡുക്കളായി ഏല്പിച്ചുകൊടുക്കണമെന്നു പ്രകൃത്യോ ഉദ്ദേശ്യമായോ ഒരു കരാർ ഉണ്ടായിരുന്നാൽ നിബന്ധന ചെയ്തിരിക്കുന്ന സംഗതിയിൽ വിട്ടയയ്ക്കുവാനോ പ്രസ്താവിച്ച വിധം സ്വീകരിക്കുവാനോ ഒരു പ്രത്യേക ഗഡുവിനുള്ള വില കൊടുക്കുവാനോ തുടർച്ചയായിരിക്കുന്നതു കരാറിനെ ആകെ ഇല്ലാതാക്കുന്ന ഒരു ലംഘനമാ

ഞൊന്നേ ചില പഴയ വ്യവഹാരങ്ങളിൽ തീർപ്പാക്കിയിരുന്നു. [ഡിക്കർസും റെയിനോൾഡ്സും തമ്മിലുള്ള വ്യവഹാരം (1831) 2 B & Ad 882, ഫോൽസും റെന്നിയും തമ്മിലുള്ള വ്യവഹാരം 29 എൽ.ജെ. എക്സ്. 79, ഫൊണെക്കും ഉല്ലനും തമ്മിലുള്ള വ്യവഹാരം (1881) 7 ക്യു.ബി.ഡി. 92]. എന്നാൽ മറ്റു ചില വ്യവഹാരങ്ങളിൽ ഇതിനു വിപരീതമായ ഒരു തീരുമാനമുണ്ടായി. [ജൊനാസനും യങ്ങും തമ്മിലുള്ള വ്യവഹാരം (1852) 22 എൽ.ജെ.ക്യു.ബി. 385, സിംസണും കിപ്പിനും തമ്മിലുള്ള വ്യവഹാരം (1872) എൽ.ആർ. 8. ക്യു.ബി. 14, ഹീത്തും ബറും തമ്മിലുള്ള വ്യവഹാരം (1874) എൽ.ആർ. 9 സി.പി. 268]. താഴെ പറയുന്ന വ്യവഹാരങ്ങളിൽ, ഒടുവിലത്തെ അഭിപ്രായം ഇന്ത്യയിൽ സ്വീകരിച്ചു.—ഐ.എൽ. ആർ. 4 കല്ക്കത്ത 252, 9 മദിരാശി 359, 18 മദിരാശി 63, (1914) പഞ്ചാബ്, റീ നമ്പർ 63, 214 - ാം ഭാഗം. ഒരുവക കാര്യങ്ങൾ സംബന്ധിച്ചുള്ള ശരിയായ ചട്ടം ഓരോ കാര്യവും ഈതിലെ കാര്യവസ്ഥകളനുസരിച്ചു തീരുമാനിക്കണമെന്നതാണു്. (ചരക്കു വില്പനയെപ്പറ്റിയുള്ള ചാൽസിന്റെ പുസ്തകം 91 - ാം ഭാഗം). ഇംഗ്ലീഷ് ആക്ട് 31 - ാം വകുപ്പു (2) എന്നു 2പവകുപ്പു മാത്രമാണെന്നു ഫലപ്രദമാക്കുന്നു. എന്നാൽ ഈ 2പവകുപ്പിൽ, ഈ വിഷയത്തെപ്പറ്റിയുള്ള പൂർണ്ണ നിയമ വിവരണമില്ല. (വില്പനയെപ്പറ്റിയുള്ള ബെഞ്ചമിന്റെ പുസ്തകം 826 - ാം ഭാഗം). വിക്രയി സ്വന്തമായോടുകൂടി എഴുതിച്ചുകൊടുക്കുന്ന സംഗതിയിൽ മാത്രമേ അതു നിബന്ധന ചെയ്യുന്നുള്ളൂ. എഴുതിച്ചുകൊടുക്കുവാൻ വിക്രയി വീഴ്ചചെയ്കയോ കൂട്ടാക്കാതിരിക്കുകയോ ചെയ്യുന്ന സംഗതിയിൽ അതു സംബന്ധിക്കുമെന്നാണു ഞങ്ങളുടെ അഭിപ്രായം. അതിനാൽ (2) എന്ന 2പബന്ധത്തിൽ 'വിക്രയി' എന്നതിനു ശേഷം 'തീരെ എഴുതിച്ചുകൊടുക്കാതിരിക്കുകയോ' എന്നതു കൂടി ചേർത്തിരിക്കുന്നു.

39 എന്ന വകുപ്പു.—ഇംഗ്ലീഷ് ആക്ട് 32 - ാം വകുപ്പും ഇന്ത്യൻ ആക്ട് 31 - ാം വകുപ്പും കൂട്ടിച്ചേർത്താണ് ഈ വകുപ്പു. "ഒരു കടത്തുകാരൻ ഉടമ ചരക്കുകൾ തയ്യാറാണെന്നു ഒരു പ്രാപ്തി ആവശ്യപ്പെട്ടാൽപക്ഷം, തയ്യാറായ ഒരു കടത്തുകാരന്റെ പേർ പറയുന്നില്ലെങ്കിലും, ചരക്കുകൾ കടത്തുകാരനു എഴുതിച്ചുകൊടുത്തയുടനെതന്നെ ക്രോവിനു എഴുതിച്ചുകൊടുത്തതിന്റെ ഫലമുണ്ടാകുന്നു" എന്നതു ഒരു ശതാബ്ദത്തിലധികമായി ഇംഗ്ലാണ്ടിൽ ശരിയായി സ്വീ

കരിച്ചിട്ടുള്ളതാണു" (പൊളക്കിന്റെയും മല്ലയുടെയും കേസ്സിന്റെ തുടക്കത്തിൽ പറഞ്ഞിരിക്കുന്ന ഡട്ടനും സൊലോമൺസനും തമ്മിലുള്ള വ്യവഹാരം 3 ബി. & പി. 582). "ചരക്കുകൾ കരുമായി എടുപ്പിച്ചു കൊടുക്കുന്നതിനു കടത്തുകാരനുള്ള ഉത്തരവാദിത്വം കുറയ്ക്കുന്നതിനു വേണ്ടി ചെയ്യുന്നതും, വല്ല നഷ്ടവുമുണ്ടായാൽ കടത്തുകാരനിൽ നിന്നു നഷ്ടം പെട്ടെന്നു കിട്ടുവാൻ ക്രോഡീകരിച്ചുണ്ടാക്കുന്നതുമായ ഒരു കാര്യത്തിൽ ചരക്കു കയറ്റിവിടുന്നതും" വിക്രയിയുടെ മുതലായാലെന്നപോലെ ശരിയായി തീർപ്പുപ്പെട്ടിട്ടുണ്ടു. [ക്ലാർക്ക് ഫട്ചിന്റെയും തമ്മിലുള്ള വ്യവഹാരം (1811) 14 ഈസ്റ്റ് 475]. ഒരു നല്ല ചട്ടമുണ്ടു ഇന്ത്യൻ ആക്ടിലെ 91 - ാം വകുപ്പിൽ ചേർക്കുകയും ഇംഗ്ലീഷ് ആക്ടിലെ 92 - ാം വകുപ്പിൽ വിവരമായിപ്പറയുകയും ചെയ്തിരിക്കുന്നു. ഇന്ത്യൻ ആക്ടിലെ 91 - ാം വകുപ്പിൽ ഒരു കടത്തുകാരനെയൊ ഇറയിച്ചൽ ചരക്കു സൂക്ഷിപ്പുകാരനെയൊ പറഞ്ഞിട്ടും പറയുന്നു. ഒരു കടത്തുകാരനൊ സൂക്ഷിപ്പുകാരനൊ ചരക്കുകൾ എടുപ്പിച്ചുകൊടുക്കുന്നതു തന്റെ നിലയിലാണെന്നു കണ്ടറിയിരുന്നതാണു" ഇതിനുള്ള ന്യായമെന്നു തോന്നുന്നു. [ബക്ക്മനും ഡേവിയും തമ്മിലുള്ള വ്യവഹാരം (1813) 3 കാമ്പ് 414]. ഇംഗ്ലീഷ് വകുപ്പിൽ ഇറയിച്ചൽ ചരക്കു സൂക്ഷിപ്പുകാരനെപ്പറ്റി പറയുന്നില്ല. രംഗക സൂക്ഷിപ്പുകാരെ സംബന്ധിച്ചു ഇംഗ്ലാണ്ടിൽ പ്രത്യേക നിയമ നിബന്ധനകളുണ്ടു. ഇറയിച്ചൽ ചരക്കു സൂക്ഷിപ്പുകാരെപ്പറ്റി 92 - ാം വകുപ്പിലെപ്പോലെയുള്ള ചട്ടം 1872 മുതൽ ഇന്ത്യയിൽ നടപ്പിലുള്ളതുകൊണ്ടു അതു ഇപ്പോഴത്തെ കണ്ടത്തിൽ ചേർക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു. ഇംഗ്ലാണ്ടിൽ 32 (3) എന്ന വകുപ്പു എഫ്.ഒ.ബി. കരാറുകളെ സംബന്ധിക്കുന്നതിനെപ്പറ്റി എതാനും അഭിപ്രായവ്യത്യാസമുണ്ടായിട്ടുണ്ടു. വിമ്പർ റോസൺ ചർട്ടർ തമ്മിലുള്ള വ്യവഹാരത്തിൽ (1913) 1 കെ.ബി. 279, സാല്പക്കി കെ.-ം (1913) 3 കെ.ബി. 756-57 ൽ ഹാമിൽട്ടൺ ജെ, ലൂക്കാസ് ജെ.-ം എന്നിവർ "ഉടനെ" എന്നുപയോഗിച്ചിരിക്കുന്നതുകൊണ്ടു അതു എഫ്.ഒ.ബി. കരാറുകൾക്കു സംബന്ധിക്കുന്നില്ലെന്നു അഭിപ്രായപ്പെട്ടതു. എഫ്.ഒ.ബി. കരാറുകളിൽ, വിക്രയി ചരക്കുകൾ കപ്പലിൽ എല്പിച്ചുകൊടുക്കുക മാത്രം ചെയ്യേണ്ടതാകകൊണ്ടും, അതിനുശേഷം അവ ക്രോവിനെറ ഉത്തരവാദിത്വത്തിനുള്ളായിരിക്കുന്നതുകൊണ്ടും, 32 (3) എന്ന വകുപ്പിന്റെ അന്തഃപ്രകാരം ചരക്കുകൾ അയക്കുന്നില്ലെന്നാണു" മേല്പറഞ്ഞ നടപ്പു ഡ്യൂമാത്ര

ടെയും അഭിപ്രായം. ഒരു അഭിപ്രായം അപ്പീൽ കോടതിയിലെ ജഡ്ജിമാരിൽ അധികപക്ഷക്കാർക്ക സമ്മതമായിരുന്നില്ല [(1913) 3 കെ.ബി. 750-53 ഭാഗത്തു വോൺ വില്യംസും ബക്ലീയും എൽ. ജെ.മാരുടെ അഭിപ്രായം നോക്കുക]. രണ്ടധികപക്ഷക്കാരുടെ അഭിപ്രായം നൊർത്തൺ സ്റ്റീൽ കമ്പനിയും ഹോൺബ്ലട്ട് തുടങ്ങിയ കമ്പനിയും തമ്മിലുള്ള വ്യവഹാരത്തിൽ (1917) 33 ടി.എൽ.ആർ. 316, അപ്പീൽ കോടതി സ്വീകരിച്ചു, ഇക്കാര്യം ഒരു മേൽക്കോടതി അവസാനമായി ഇതുവരെ തീർപ്പു ചെയ്തിട്ടില്ലാത്തതുകൊണ്ടു, (3) എന്ന ഉപവണ്ഡത്തിൽ 'തയ്യൽ' എന്നു പദം ചെർത്തുകൊണ്ടിരിക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു.

40 എന്ന വണ്ഡം.—ഇംഗ്ലീഷ് ആക്ടിലെ 30-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ളതാണു് ഒരു വണ്ഡം. വ്യാപാരയോഗ്യത, ഒരു പ്രത്യേക ആവശ്യത്തിനു പറ്റിയതായിരിക്കുക, മുതലായ നിബന്ധനകൾ അനുസരിച്ചു് വിക്രയി നടക്കണമെന്നു കല്പിക്കുന്ന ബില്ലിലെ മറ്റു വണ്ഡങ്ങളോടു ചേർത്തായി ഇതിനെ നടത്തുന്നതു പ്രയാസമായിത്തീരുമെന്നതുകൊണ്ടു, ഒരു വണ്ഡം എടുത്തുകളയണമെന്നു വാദപ്രതിവാദകാലത്തു അഭിപ്രായപ്പെടുകയുണ്ടായി. കടത്തുകാലത്തുണ്ടാവാനിടയുള്ള അഴിച്ചുപണിനു ഉത്തരവാദിത്വം ക്രേതാവിനു തന്നെയിരിക്കണമെന്നുള്ള പ്രമാണം, വിക്രയി ചരക്കുകൾ കടത്തികൊടുക്കണമെന്നും കടത്തിനുശേഷം ചരക്കുകൾ എല്പിച്ചുകൊടുക്കണമെന്നും അക്കാലത്തുള്ള ഉത്തരവാദിത്വം വിക്രയി കയ്യൊഴിക്കണമെന്നും വകുപ്പിൽ പറഞ്ഞ ചരിത്രത്തിന്റെ പ്രധാന അടിസ്ഥാനപ്രമായി യോജിക്കുന്നില്ലെന്നും വാദമുണ്ടായി. എന്നാൽ ഒരു വകുപ്പു ഇംഗ്ലാണ്ടിലെ സാധാരണ നിയമം സ്വീകരിച്ചിരിക്കുന്നതുമായി യോജിപ്പായിരിക്കുന്നതുകൊണ്ടും, സാധാരണ നിയമം അടിസ്ഥാനമായുള്ള ഇംഗ്ലീഷ് ആക്ടിലെ വകുപ്പു കീഴ്കോടതികൾ പ്രബലമായിനിൽക്കുന്നതുകൊണ്ടും, അതിനെ വെച്ചുകൊണ്ടിരിക്കുന്നതാണെന്നു ഞങ്ങൾ തീർച്ചയാക്കിയിരിക്കുന്നു.

41 എന്ന വണ്ഡം.—ഇതു ഇംഗ്ലീഷ് ആക്ടിലെ 34-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ളതാണു്. രണ്ടു വണ്ഡങ്ങളിലും മറഞ്ഞിരിക്കുന്ന ചട്ടങ്ങൾ സാധാരണ നിയമ ചട്ടങ്ങളാണു് (ഡില്ലനയെപ്പറ്റിയുള്ള ബെല്ലുജിന്റെ പുസ്തകം 842-ാം, 856-ാം ഭാഗങ്ങൾ). തള്ളിക്കളയുവാൻ ക്രേതാവിനു ഒരു അവസരമുണ്ടാകുന്നു

ളുവരെ സ്ഥിരരണം നടന്നിട്ടുണ്ടെന്നു ബോധ്യമായി പറയുവാൻ തരമില്ലെന്നുള്ള സുസമ്മതമായ തത്ത്വത്തെയാണു" (1) എന്ന ഉപബന്ധം നിയമമാക്കുന്നതു.

(2) എന്ന ഉപബന്ധത്തിൽ പറഞ്ഞ ചട്ടം മേല്പറഞ്ഞ ചട്ടത്തിനു അനുകൂലമായുള്ളതും ഓഫീസർ പുഡും വിറ്റ്ഫീൽഡും തമ്മിലുള്ള വ്യവഹാരത്തിൽ (11 എം. & ഡബ്ല്യൂ. 347). സംബന്ധിപ്പിച്ചിട്ടുള്ളതും ആണു". ആ വ്യവഹാരത്തിൽ, വില കൊടുത്താൽ എഴുതിക്കൊടുപ്പാൻ തയ്യാറാക്കി ചന്ദ്രകം ഒരു ഇറയിൽ വെച്ചിട്ടുണ്ടെന്നു പ്രതികക്ഷം അറിയിച്ചു കിട്ടിയതിനു മുമ്പോ പ്രതികക്ഷം അവിടെ ചെന്നു ചന്ദ്രകം പരിശോധിക്കുമെന്നു ആവശ്യപ്പെട്ടപ്പോഴോ അവർക്കു കാണിച്ചുകൊടുത്തതു ചന്ദ്രകം ഉണ്ടെന്നു പറഞ്ഞതിൽ കൂടിയ രണ്ടു പീപ്പികളായിരുന്നു. ചന്ദ്രകം പരിശോധിക്കുവാൻ തക്കവിനു മതിയായ അവസരം നല്കിയില്ലെന്നും അതിനാൽവാങ്ങി ചന്ദ്രകം എഴുതിച്ചുകൊടുക്കുവാൻ ന്യായമായി വെച്ചുകാട്ടിയില്ലെന്നും തീരുമാനിച്ചു. ഈ ചട്ടം എപ്പോൾതുടങ്ങിയതായി ഒരു വകുപ്പു ഇന്ത്യൻ ആക്ടിലെ 7 - ാം അദ്ധ്യായത്തിലില്ലെങ്കിലും, അതിനടിസ്ഥാനമായ തത്വം 38 (2) എന്ന വകുപ്പിൽ ചേർത്തിട്ടുണ്ടു. റത്തൻസിയും ജഗ്ഗുമാസും തമ്മിലുള്ള വ്യവഹാരത്തിൽ, ഐ.എൽ. ആർ. 6 ബൊമ്പായി 692, ലാത്തം, ജെ. ഈ ചട്ടം ഒരു ബൊമ്പായി കേസ്സിൽ സംബന്ധിപ്പിച്ചു, "മറ്റു പ്രകാരത്തിൽ സമ്മതിച്ചിരുന്നാലൊഴികെ" എന്ന പദപ്രയോഗംകൊണ്ടു പ്രത്യേക കരാറുകളെ ഒഴിവാക്കുന്നു.

42 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡം ഇംഗ്ലീഷ് ആക്ടിലെ 35-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതും ഈ വിഷയം സംബന്ധിച്ചുള്ള സാധാരണ നിയമം ഇതിൽ ചേർന്നിരിക്കുന്നതും ആണു".

43 എന്ന ഖണ്ഡം—ഈ ഇരുപത്തൊമ്പതാം ഇംഗ്ലീഷ് ആക്ടിലെ 36-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു". ആ വകുപ്പിൽ പറഞ്ഞ ചട്ടം എപ്പോൾതുടങ്ങിയതായി ഇന്ത്യൻ ആക്ടിൽ യാതൊരു പ്രത്യേക നിബന്ധനയുമില്ലെങ്കിലും, ഈ ചട്ടം ഇന്ത്യയിൽ പലേ വ്യവഹാരങ്ങളിലും സംബന്ധിപ്പിച്ചിട്ടുണ്ടു [സമർചന്ദും ബർഡെക്കറും തമ്മിലുള്ള വ്യവഹാരം (1907) അപ്പീൽഹാബാദ് ഡബ്ല്യു. എൻ 67, ബക്കു ആരുണ്ട് കമ്പനിയും ഗൊവർധൻ ദാസും തമ്മിലുള്ള വ്യവഹാരം 24 ബൊമ്പായി എൽ.ആർ. 991].

44 എന്ന വണ്ടം.— ഈ വണ്ടം ഇംഗ്ലീഷ് ആക്ടിലെ 37 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ്. ഈ വിഷയം സംബന്ധിച്ചു ഇന്ത്യൻ ആക്ടിൽ പ്രത്യേക നിബന്ധനയൊന്നുമില്ല. എന്നാൽ ഈ ചട്ടം ഗ്രീവ്സ്വും ആക്ഷ്ലിന്നും തമ്മിലുള്ള വ്യവഹാരത്തിൽ (1873) 3 കാമ്പ് 426, എല്ലൻബൊറൊ പ്രഭുവിന്റെ അഭിപ്രായങ്ങളെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ്. ഈ നടപടി നിയമ ചട്ടവുമാണ്. സൂക്ഷിക്കുന്നതിനായുള്ള ചെലവിനെ പറ്റി പറഞ്ഞിരിക്കുന്നതുകൊണ്ടു, ഉടമയവകാശം കൈമാറിയിരിക്കുകയും കൈവശം സ്വീകരിക്കുവാൻ ക്രേതാവു ഉപേക്ഷ ചെയ്കയും ചെയ്യുന്ന സംഗതികളിലാണ് ഈ വണ്ടം സംബന്ധിക്കുന്നതു എന്നു കാണാം. ക്രേതാവു കരാർ നിറവേറ്റിക്കുന്ന പക്ഷം വിക്രയിക്കു നടത്തുവാൻ അഫ്തയുള്ള സകല അവകാശങ്ങളെയും ഈ വകുപ്പിലെ കൂപ്പും ഒഴിവാക്കുകയും ചെയ്യുന്നു.

45 എന്ന വണ്ടം.—വിലകിട്ടാത്ത വിക്രയി എന്നതിന്റെ അർത്ഥവിവരണം ഈ വണ്ടത്തിലുണ്ട്. ഇംഗ്ലീഷ് ആക്ട് 38 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ് ഇതു. ഇതുപോലെയുള്ള നിബന്ധന ഇന്ത്യൻ ആക്ടിൽ ഇല്ല. വില കിട്ടാത്ത വിക്രയിക്കുള്ള ഒത്ത അവകാശത്തെപ്പറ്റി 95 - ാം വകുപ്പിൽ പ്രതിപാദിച്ചിട്ടുണ്ട്. വിലകിട്ടാത്ത വിക്രയി എന്നതിന്റെ അർത്ഥവിവരണം കൊടുക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു.

1893 ൽ ഉണ്ടായ ഇംഗ്ലണ്ടിലെ തീപ്പിടുത്തത്തെ ഗതി വിലകിട്ടാത്ത ഒരു വിക്രയിക്കു ചരക്കുകളിന്മേലുള്ള അവകാശങ്ങൾ, സാധാരണ വിക്രയിയുടെ നിലക്കു ക്രയ്താംശത്തിൽ തുല്യനിലയുണ്ടെന്നു കാണിക്കുവാനുള്ള വല്ല തർക്കവും കൊടുക്കുമെന്നായിരുന്നു (ചരക്കു വിലയെപ്പറ്റി ചാമർസിന്റെ പുസ്തകം 102 - ാം താൾ). (2) എന്ന ഉപ വണ്ടം ഈ അഭിപ്രായത്തെ ഖണ്ഡിക്കുന്നു.

46 എന്ന വണ്ടം.—ഇംഗ്ലീഷ് ആക്ടിലെ 31 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ള ഈ വണ്ടത്തിൽ, വിലകിട്ടാത്ത ഒരു വിക്രയിക്കുള്ള അവകാശങ്ങളെപ്പറ്റി പൊതുവായി പ്രസ്താവിക്കുന്നു. ചരക്കുകളിലെ ഉടമയവകാശം ക്രേതാവിനു കൈമാറിയിരിക്കുമ്പോഴും, അയാൾക്കു താഴെ പറയുന്ന അവകാശങ്ങളുണ്ടു :—

(1) പിടിച്ചുവെപ്പാനുള്ള അവകാശം;

(2) വഴിക്ക് തടയുവാനുള്ള അവകാശം;
(3) വീണ്ടും വില്പാനുള്ള അവകാശം.

വിലകിട്ടാത്ത ഒരു വിക്രയിയുടെ അവകാശങ്ങൾ ഇന്ത്യൻ ആക്ടിലെ പല വകുപ്പുകളിലായി ചിതറിക്കിടക്കുന്നവയെ, സൌകര്യപ്രദമായ മാതിരിയിൽ ഒരു ക്രമത്തിൽ കൂട്ടിച്ചേർത്തിരിക്കുന്നു. പിടിച്ചുവെപ്പാനുള്ള അവകാശത്തെപ്പറ്റി 95 മുതൽ 99 വരെ വകുപ്പുകളിലും വഴിയിൽ തടയുവാനുള്ള അവകാശത്തെപ്പറ്റി 100 മുതൽ 106 വരെ വകുപ്പുകളിലും, വീണ്ടും വില്പനയെപ്പറ്റി 107 - ാം വകുപ്പിലും ആണ് നിബന്ധനചെയ്തിട്ടുള്ളത്.

ഉടമയവകാശം ക്രേതാവിന്നു ലഭിക്കേണ്ടിയിരുന്ന സംഗതികളിൽ, വിലകിട്ടാത്ത ഒരു വിക്രയിക്കുള്ള മറ്റു അവകാശങ്ങളെപ്പറ്റി (2) എന്ന ഉപബന്ധത്തിൽ പറഞ്ഞിട്ടുണ്ട്.

47 എന്ന ബന്ധം.—ഒരു ബന്ധം ഇംഗ്ലീഷ് ആക്ടിലെ 41 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണ്. പിടിച്ചുവെപ്പാനുള്ള അവകാശം നടത്തുവാൻ വിക്രയിക്ക് ഏതു അവസ്ഥയിൽ അവന്ത യുണ്ടെന്നും അതു വ്യക്തമായി പറയുന്നു. ഒരു ബന്ധത്തിലെ നിബന്ധനകൾ ഇപ്പോൾ ഇന്ത്യൻ ആക്ടിലെ 95 മുതൽ 99 വരെ ബന്ധങ്ങളിൽ ഉണ്ട്. ഒരു നിശ്ചയൻ എന്ന പക്ഷത്തിന്റെ അർത്ഥം വിശദമാക്കുന്നു 96 - ാം വകുപ്പിലെ വിവരണം ഒരു ബില്ലിലെ വ്യവസ്ഥ ബന്ധത്തിൽ ചേർത്തിരിക്കുന്നു. ക്രേതാവിന്റെ കാര്യസ്ഥനോ മദ്ധ്യേപ്തൃകാരനോ എന്ന നിലയിൽ ഒരു വിക്രയിയുടെ കൈവശത്തിൽ ചരക്കുകളുള്ളപ്പോൾ, പിടിച്ചുവെപ്പാനുള്ള അവകാശം നടത്തുവാൻ അയാൾക്ക് അർഹതയുണ്ടോ എന്നതിനെപ്പറ്റി 95 മുതൽ 97 വരെ ബന്ധങ്ങളിൽ യാതൊന്നും പറയുന്നില്ല. വിക്രയിയുടെ കൈവശത്തിൽ ചരക്കുകൾ വെച്ചുകൊണ്ട് ക്രേതാവു നിശ്ചിതനായിത്തീരുമ്പോൾ, ഒരു വാദം സാധാരണയായി ഉദ്ധരിക്കുന്ന് ഒരു കാര്യം സംബന്ധിച്ച് ഇന്ത്യയിലെ വല്ല കോടതിയിലെയും നിർണ്ണയിച്ചു യാതൊരു തീർപ്പുമില്ല. ചരക്കുകൾ വിക്രയിയുടെ കൈവശമായിരിക്കാതെയും, മേലാൽ അയാളുടെ നില ക്രേതാവിന്റെ അഭിമുഖ്യകാരന്റെ നിലയാണെന്നും ഒരു വിക്രയിയുടെ നിലയല്ലെന്നും വിക്രയിയും ക്രേതാവും തമ്മിൽ സമ്മതിച്ചിരിക്കുന്ന പക്ഷം, പിടിച്ചുവെപ്പാനുള്ള അവകാശം പോയ്പോയിരിക്കുന്നുവെന്നാണ് പഴയ സാധാരണ നിയമ ചട്ടം. കസാഗം നോബിൻസണും

തമ്മിലുള്ള വ്യവഹാരം (1861) 30 എൽ.ജെ.ക്യ.ബി. 251, 264-ാം താൾ]. ഒരുതരവു നിർഗ്ഗമനമായിത്തീരുന്നതായാൽ മാത്രമേ പിടിച്ചുവെപ്പാനുള്ള അവകാശം പുനഃപ്രാപിക്കുന്നുള്ളൂ [ട്വെൽഫിയും കൂടപ്പും തമ്മിലുള്ള വ്യവഹാരം (1835) 4 എ. ആൻഡ് ഇ. 56]. ഇംഗ്ലീഷ് ആക്ട് 41 (2) എന്ന വകുപ്പിനാൽ ഒരു സാധാരണ നിയമചട്ടം ഇല്ലാതാക്കിത്തീർത്തിരിക്കുന്നു നിയമചട്ടത്തെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു ഒരു ചെസ്സും.

നീതിന്യായം അനുസരിച്ചുള്ള അവകാശങ്ങളെ സംബന്ധിച്ചു വല്ല നിബന്ധനയും ചെയ്യുന്നതാവശ്യമാണെന്നു തോന്നുകയും ചെയ്തിട്ടില്ല. അതിനാൽ ആ രാജ്യത്തിലെ സാധാരണ നിയമപ്രകാരം ശരിപ്പെടുത്തുന്നതിനു തക്കവണ്ണം വിട്ടിരിക്കുന്നു.

48 എന്ന ചെസ്സു.—ഒരു ചെസ്സും ഇംഗ്ലീഷ് ആക്ട് 47-ാം വകുപ്പനുസരിച്ചുള്ളതാണു, ഇന്ത്യൻ ആക്ട് 106-ാം വകുപ്പിലെ ഉദാഹരണത്തിൽ ഒരു പ്രമാണം കാണുന്നതാണു.

49 എന്ന ചെസ്സും.—ഒരു വിക്രയിക്കു പിടിച്ചുവെപ്പാനുള്ള അവകാശം അവസാനിച്ചുപോ എന്നതിനെ സംബന്ധിച്ച പല പ്പോഴും ചോദ്യമുണ്ടാകുന്നു. 100-ാം വകുപ്പിൽനിന്നു ഉദാഹരിക്കാവുന്നതല്ലാതെ ഒരു പ്രകരണം സംബന്ധിച്ചു ഇന്ത്യൻ ആക്ട് 7-ാം അദ്ധ്യായത്തിൽ പ്രത്യേക നിബന്ധനയില്ല. സാധാരണ നിയമചട്ടമനുസരിച്ചു, ഇംഗ്ലീഷ് ആക്ടിലെ 43-ാം വകുപ്പു പിടിച്ചുവെപ്പാനുള്ള ആ അവകാശം എപ്പോൾ അവസാനിക്കുന്നുവെന്നു പ്രസ്താവിക്കുന്നു, ഒരു ചട്ടങ്ങാം ഒരു ബില്ലിൽ സ്വീകരിക്കണമെന്നു തോന്നുകയും ചെയ്യുന്നു. ഇംഗ്ലീഷ് ആക്ട് 43 (2) എന്ന വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിരിക്കുന്ന ഇപ്പോഴത്തെ ചെസ്സിലെ (3) എന്ന ഉപചെസ്സും, താഴെ പറയുന്ന വ്യവഹാരങ്ങളിലെ പ്രമാണം അംഗീകരിക്കുന്നു. അതായതു മെറ്റൗഡിച്ചും ഡസാഞ്ചും തമ്മിലുള്ള വ്യവഹാരവും (1818) 2 സ്റ്റാക്ക 337, സ്വിവനും ഗ്രേയ്യ് നോർത്ത്വെസ്റ്റ്റ് റെയിൽവെയും തമ്മിലുള്ളതും, (1871) 19 ഡബ്ലു ആർ. 388.

50 എന്ന ചെസ്സും.—ഇതു ഇംഗ്ലീഷ് ആക്ടിലെ 44-ാം വകുപ്പനുസരിച്ചുള്ളതാണു. ഒരു പ്രമാണം ഇന്ത്യൻ ആക്ടിലെ 99 മുതൽ 106 വരെ വകുപ്പുകളിൽ സ്വീകരിച്ചിരിക്കുന്നു.

51 എന്ന ചെസ്സും.—ഒരു ചെസ്സും ഇംഗ്ലീഷ് ആക്ടിലെ 45-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു. ഒരു പ്രമാണംതന്നെ

ഇന്ത്യൻ ആക്ടിലെ 100-ാം വകുപ്പിലുണ്ട്. എന്നാൽ ഇംഗ്ലീഷ് വകുപ്പിലെ നിബന്ധനകൾ സ്വീകരിക്കുന്നതു അധികം നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു.

52 എന്ന ഖണ്ഡം.—ഇതു ഇംഗ്ലീഷ് ആക്ടിലെ 46-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു്. ആ വകുപ്പിലെ ചട്ടം ഇന്ത്യൻ ആക്ട് 104-ം, 105-ം വകുപ്പുകൾക്കു തുല്യമായിട്ടുള്ളവയാണു്.

53 എന്ന ഖണ്ഡം.—ഇതു ഇംഗ്ലീഷ് ആക്ട് 47-ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതാണു്. വിറ്റ ചരക്കുകൾക്കു ക്രേതാവു വില കൊടുക്കുന്നതിനു മുമ്പേ തന്നെയോ അവയെ വില്ക്കുകയോ പണയപ്പെടുത്തുകയോ ചെയ്യുന്നതിന്റെ ഫലത്തെ സംബന്ധിച്ചുള്ളതാണു് ഈ ഖണ്ഡം. ഇന്ത്യൻ ആക്ട് 98-ം, 101-ം വകുപ്പുകളിലെ നിബന്ധനകൾ (1) എന്ന ഉപഖണ്ഡത്തിലെ ആദ്യത്തെ പന്തിയിൽ കൂട്ടിച്ചേർത്തിരിക്കുന്നു; ഇന്ത്യൻ ആക്ട് 102-ം, 103-ം വകുപ്പുകളിൽ ക്രേതാവു തന്റെ അവകാശമേലെ മൈമാറ്റം ചെയ്യുന്നതിനെപ്പറ്റി പറയുന്നു. ഈ നിബന്ധന (1) എന്ന ഉപഖണ്ഡത്തിലെ ക്ലൂപ്തിയിലുണ്ട്. ഇന്ത്യൻ ആക്ട് 102-ാം വകുപ്പിലെ 'വാങ്ങിയതിന്റെ ശേഷം' എന്ന പദപ്രയോഗം ഇതിലില്ല. ക്രേതാവു കടിച പ്രവൃത്തിയായി തന്മേൽ വാങ്ങുന്ന സംഗതിയും അതിലുൾപ്പെടുത്തുകയാണു്. ഈവക കാര്യങ്ങളെ ഒഴിവാക്കുന്നതിനുവേണ്ടി ഇംഗ്ലീഷ് നിബന്ധനയിൽ "ന്യായമായി മൈമാറ്റം ചെയ്യു" എന്നുപയോഗിച്ചിരിക്കുന്നു. "അവകാശമേലെ" എന്നതിന്റെ അർത്ഥത്തെപ്പറ്റിയുള്ള വാദപ്രതിവാദം നാട്ടാരും അമർചന്ദും തമ്മിലുള്ള വ്യവഹാരത്തിലെ ഐ. എൽ. ആർ. 43 ഐ.എ. 164, പ്രീവി കൌൺസിൽ തീർപ്പിലും ഇപ്പോൾ തീരുമാനപ്പെട്ടിരിക്കുന്നു. അതിനു 1840 ലെ കല്ലാലി ആക്ടിന്റെ 22-ാ വകുപ്പിലെ അർത്ഥമെന്നെയുണ്ടു്. വസ്തു അവകാശമേലെയും അതിലുൾപ്പെടുകയും ചെയ്യും. യഥാർത്ഥത്തിൽ മൈമാറ്റം ചെയ്യുന്നതല്ല, "കൊടുക്കുന്ന" പ്രവൃത്തികൾക്കും ചരക്കുകൾ എല്പിച്ചുകൊടുപ്പാനുള്ള കല്പനകൾക്കും ക്ലൂപ്തി സംബന്ധിപ്പിക്കുന്നതിനു വേണ്ടി 'നിയമപ്രകാരം മൈമാറ്റം ചെയ്യു' എന്നതിനു മുമ്പേ 'കൊടുത്ത' എന്ന പദം ഞങ്ങൾ ഉപയോഗിച്ചിട്ടുണ്ടു്.

അവകാശമേലെ പണയപ്പെടുത്തിക്രേതാവു ചരക്കുകൾ മൈമാറ്റം ചെയ്യുമ്പോൾ, വില കിട്ടാത്ത വിക്രയി, തുടർപ്പെടുത്തുവാനുള്ള അവ

കാര്യം നടത്തുന്നതിനു എപ്പാട്ട ചെയ്യുന്നതിനു വേണ്ടി (2) എന്ന ഉപബന്ധത്തിൽ ഞങ്ങൾ ഒരു നിബന്ധന ചേർത്തിട്ടുണ്ടു. ആവക സംഗതികളിൽ ക്രേതാവിന്റെ മേൽ തനിക്കുള്ള വകയ്ക്കു പണയക്കാരന്റെ കൈവശമുള്ള വല്ല ചരക്കുകളിലോ ഉരുപ്പടികളിലോ നിന്നു പണയക്കാരൻ ആദ്യമായതിനെ വസൂലാക്കണമെന്നു ആവശ്യപ്പെടുവാൻ വില കിട്ടാത്ത വിക്രയിക്ക അവകാശമുണ്ടു. ക്രമപ്പെടുത്തുവാനുള്ള അവകാശം ഇപ്രകാരമുള്ള മുതലിനെ സംബന്ധിച്ചുള്ള ഇടപാടുകൾക്കു സംബന്ധിക്കുന്നതാണു" (മുതൽ മൈനർ ആക്ട് 56 - ാം 81 - ാം വകുപ്പുകൾ നോക്കുക). ചരക്കുകൾ വില്പാനുള്ള കരാറുകൾക്കും അതു സംബന്ധിക്കുമെന്നു ഇതുണ്ടിൽ സൂചമാത്രമായി സൂചിപ്പിച്ചിട്ടുണ്ടു (ഹാൽസ്ബറി 25 - ാം വാല്യം 262 - ാം ഭാഗവും വില്പനയെപ്പറ്റിയുള്ള ബെല്ലുരിന്റെ പുസ്തകം 1059 - ാം ഭാഗവും നോക്കുക).

54 എന്ന ഖണ്ഡം.—വില കിട്ടാത്ത വിക്രയിക്ക വീണ്ടും വില്പാനുള്ള അവകാശത്തെ സംബന്ധിച്ചുള്ളതാണു" ഈ ഖണ്ഡം, അതു ഇംഗ്ലീഷ് ആക്ട് 48 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിയുള്ളതുമാണു". ഈ ഖണ്ഡം ഞങ്ങൾ എഴുതിത്തയ്യാറാക്കിയതു താഴെ പറയുന്ന പ്രമാണങ്ങളുടെ സഹിച്ചാണു" : —

(1) വീണ്ടും വില്പാനുള്ള അവകാശം വിക്രയി നടത്തുന്നതിനു മുമ്പു, വീണ്ടും വില്പാൻ താമസിയിക്കുന്നതിനെപ്പറ്റി ക്രേതാവിനു അയാൾ അറിയിപ്പു കൊടുക്കണം.

(2) അങ്ങനെ ഒരു അറിയിപ്പു കൊടുപ്പാൻ വീഴ്ചചെയ്യുമ്പോൾ, വീണ്ടും വില്ക്കുമ്പോൾ വല്ല നഷ്ടവുണ്ടായാൽ അതു ക്രേതാവിന്റെ പക്കൽനിന്നു തേടിച്ചെയ്യാൻ വിക്രയിക്ക അവകാശമുണ്ടായിരിക്കയില്ല. വീണ്ടും വില്ക്കുന്നതുകൊണ്ടു വല്ല ലാഭവുണ്ടായാൽ അതു ക്രേതാവിനു കൊടുപ്പാൻ അയാൾ ബാദ്ധ്യസ്ഥനായിരിക്കുകയും ചെയ്യും.

(3) ആവശ്യമായ അറിയിപ്പു കൊടുത്താലുമില്ലെങ്കിലും, ഒരു വിക്രയിയുടെ പക്കൽനിന്നു വാങ്ങുന്ന ആൾക്കു പൂർണ്ണവും വ്യക്തവുമായ അവകാശം സിദ്ധിക്കണം. ഈ നിയമം ഇംഗ്ലീഷ് ആക്ട് 48 - ാം വകുപ്പിലെ (2) എന്ന ഖണ്ഡത്തിനു സ്ഥാനമായിട്ടുള്ളതാണു". എന്നാൽ ഇക്കാര്യം ബില്ലിൽ വ്യക്തമാക്കിട്ടുണ്ടു.

വീണ്ടും വില്ക്കുന്നതുകൊണ്ടുണ്ടാകുന്ന ലാഭത്തെ സംബന്ധിച്ചു, വീണ്ടും വില്പന ക്രേതാവു കണ്ടു ലംഘനം ചെയ്യുന്ന ഉടമ്പടിയാകുന്ന

താകൊണ്ടു, ലാഭത്തിനു വിക്രയി അവകാശിയായിത്തീർന്നതു ന്യായമായിരിക്കുമെന്നുവെന്നു ഞങ്ങൾ കരുതി. ഇക്കാര്യം ഇംഗ്ലീഷു നിയമത്തിൽ സംശയഗ്രസ്തമായി പെടുന്നുണ്ടെന്നുള്ളതും ഞങ്ങൾ ഓർക്കാതിരുന്നിട്ടില്ല.

'കേടുവരുത്തുക' എന്ന ചൊല്ലിന്റെ അർത്ഥവിവരണം കൊടുപ്പാൻ ഞങ്ങൾ ശ്രമിച്ചിട്ടില്ല. അതിന്റെ അർത്ഥമെന്താണെന്നു ഇംഗ്ലീഷു കീർപ്പുകളിലും പുസ്തകങ്ങളിലും നിന്നു വ്യക്തമാണു"—ഫാൽസ്ബറി 25 - ാം വാള്യം 264 - ാം താളവും വില്യമെപ്പറാറിയുടെ ബെഞ്ചിന്റെ പുസ്തകം 1885 - ാം താളവും നോക്കുക.

55 എന്ന ഖണ്ഡം,—ഒരു ഖണ്ഡം ഇംഗ്ലീഷ് ആക്ട് 49 (1) - ാ (2) = ാ എന്ന വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തീട്ടുള്ളതാണു്. പാപ്പരായപ്പോൾ പ്രതികരിക്കുന്ന ഇംഗ്ലീഷ് ആക്ട് 49 - ാം വകുപ്പു (3) എന്ന ഉപവകുപ്പിലെ നിബന്ധന ബില്ലിലെ 61 - ാം ഖണ്ഡത്തിൽ ചേർപ്പെടുത്തീട്ടുണ്ടു.

56 എന്ന ഖണ്ഡം.—ഇംഗ്ലീഷ് ആക്ട് 50 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തീട്ടുള്ളതാണു് ഒരു ഖണ്ഡം. ഇന്ത്യൻ ആക്ട് 73-ാ 74-ാ വകുപ്പുകളിൽ സത്യത്തുകയെ സംബന്ധിച്ചുള്ള നിബന്ധനകൾ എഴുപ്പുത്തീട്ടുള്ളതുകൊണ്ടു അതു സംബന്ധിച്ചുള്ള ഇംഗ്ലീഷ് ആക്ടിലെ നിബന്ധനകൾ ഒരു ഖണ്ഡത്തിലും മറ്റു ഖണ്ഡങ്ങളിലും (57 - ാ 59 - ാ) നിന്നു ഞങ്ങൾ വിട്ടുകളഞ്ഞിരിക്കുന്നു.

58 എന്ന ഖണ്ഡം,—ഒരു ഖണ്ഡം ഇംഗ്ലീഷ് ആക്ട് 52 - ാം വകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തീട്ടുള്ളതാണു്. നിവൃത്തിമാർഗ്ഗങ്ങൾ എന്ന മട്ടിൽകീഴിൽ അതു ശരിയായി വരുന്നതുകൊണ്ടു് അതു ഒരു ബില്ലിൽ ഞങ്ങൾ സ്വീകരിച്ചിരിക്കുന്നു. ഇന്ത്യയിൽ പ്രത്യേ നിവൃത്തിയെ സംബന്ധിച്ചുള്ള പ്രമാണങ്ങൾ 1877 ലെ പ്രത്യേക നിവൃത്തിമാർഗ്ഗ ആക്ടിൽ അടങ്ങിയിരിക്കുന്നതുകൊണ്ടു, ഒരു ഖണ്ഡത്തിലെ നിബന്ധനകൾ വ്യക്തമായി ആ ആക്ടിനു ചേർപ്പെടുത്തിയിരിക്കുന്നു.

59 എന്ന ഖണ്ഡം.—ഒരു ഖണ്ഡത്തിൽ "നിയ്യോഗം" "ഉറപ്പുനൽകൽ" തുടങ്ങിയുള്ള വ്യാഖ്യാനം നിലനിൽത്തീട്ടുണ്ടു—ബില്ലിലെ 12 - ാ, 13 - ാ ഖണ്ഡങ്ങളെപ്പറ്റിയുള്ള കുറിപ്പുകൾ നോക്കുക.

60 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡം പുതിയതാണു്. ലംഘനം ചെയ്യാനുദ്ദേശിക്കുന്നതിനെപ്പറ്റിയാണു് അതു പ്രതിപാദിക്കുന്നതു്. ചെയ്യാനുദ്ദേശിക്കുന്ന ലംഘനത്തിന്റെ കാര്യത്തിലുള്ള നിവൃത്തി മാർഗ്ഗങ്ങൾ കീഴ്ക്കോടതിയായി ഇതുവരെയിലും ഈ രാജ്യത്തിലും സ്പഷ്ടീകരിച്ചിരിക്കുന്ന [ലീയും പാറർസനും തമ്മിലുള്ള വ്യവഹാരം (1898) 129 ആർ.ആർ. 483, ഫ്ലൊസ്സും നൈറും തമ്മിലുള്ള വ്യവഹാരം (1876) എൽ.ആർ. 7 എച്ച്. 111, മനസുഖ്ദാസും രങ്കാച്ചിയും തമ്മിലുള്ള വ്യവഹാരം 1 മദിരാശി എച്ച്.സി.ആർ. 162, സ്റ്റീൽ ബ്രദർസും കയാൽ കസലും തമ്മിലുള്ള വ്യവഹാരം ഐ.എൽ.ആർ. 47 ബോമ്പായി 924 നോക്കുക]. ഈ ഖണ്ഡത്തിലെ തത്വം ഇന്ത്യൻ ആക്ടിലെ 39-ാം 120-ാം ഖണ്ഡങ്ങളിലുണ്ടു്. ഈ ബില്ലിൽ ഒരു പ്രത്യേക നിബന്ധന ചേർക്കുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ വിചാരിക്കുന്നു.

61 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡത്തിലെ (1) എന്ന ഉപഖണ്ഡം ഇംഗ്ലീഷു് ആക്ടിലെ 54-ാം വകുപ്പുനസരിച്ചുള്ളതാണു്. ഇംഗ്ലീഷു് ആക്ടു് 49 (3) എന്ന വകുപ്പിൽ ചേർത്തിട്ടുള്ള സ്പെഷ്യൽ നിയമനസരിച്ചുള്ളതാണു് 2 (a) എന്ന ഉപഖണ്ഡം. 2 (b) എന്ന ഉപഖണ്ഡം പുതിയതാണു്. നഷ്ടമായി ഒരു കരാറു ലംഘനത്തിനു പൊരിലയിനുമൊരു പരിഹാരം തേടുവാൻ ഉദ്ദേശിക്കുമ്പൊൾ എന്നതിനെ സംബന്ധിച്ചു് ഇന്ത്യയിൽ ധാരാളം അഭിപ്രായ വ്യത്യാസമുണ്ടായിട്ടുണ്ടു് (പൊളക്കം മുല്ലയും 412-ാം താളും നോക്കുക). ചരക്കുകൾ കിട്ടുന്നതിനും വേണ്ടി മുൻകൂറായി പണം കൊടുത്ത വരാഹരു, കരാർ നടത്തുവാൻ വിശ്വസിച്ചു ചെയ്യുന്നപക്ഷം, മുൻകൂറായികൊടുത്ത സംഖ്യകളിന്മേൽ പരിഹാരം കിട്ടുവാൻ അർഹതയുണ്ടായിരിക്കുന്നതല്ലെന്നുള്ള ഒരു വ്യവഹാരത്തിൽ മദിരാശി ഹൈക്കോടതി ഫുൾ ബെഞ്ചിലെ ജഡ്ജിമാരിൽ അധികപക്ഷക്കാർ തീർപ്പായതു്. എന്നാൽ രാമേശം ജെ. ഈ അഭിപ്രായത്തിൽ യോജിക്കാതെ, ഇന്ത്യൻ ആക്ടു് 73-ാം വകുപ്പുപ്രകാരം നഷ്ടമായി പരിഹാരം വിധിച്ചുകൊടുക്കാമെന്നു അഭിപ്രായപ്പെട്ടു—കൂടാതെയും മുത്തുസാമിയും തമ്മിലുള്ള വ്യവഹാരം ഐ.എൽ.ആർ. 50 മദിരാശി 94 നോക്കുക. പരിഹാരം വേണ്ടി പ്രത്യേക നിബന്ധന ചെയ്യുന്നതു നന്നായിരിക്കുമെന്നു ഞങ്ങൾ കരുതുന്നു. ഒരു കടം മടക്കിക്കൊടുക്കാതെ വെക്കുന്നതിനുള്ള നഷ്ടപ്രതിഫലം നാമമാത്രമാണെന്നും, വിനാ ചരക്കുകളുടെ

വിലക്കുവേണ്ടിയുള്ള ഒരു വ്യവഹാരത്തിൽ പലിശ വസൂലാക്കുവാൻ തനിയ്ക്കുണ്ടോ" ഇംഗ്ലീഷ് നിയമത്തിലെ സാധാരണ ചട്ടം, എന്നാൽ ഇംഗ്ലീഷ് ആക്ട് 19 (3) എന്ന വകുപ്പിൽ അടങ്ങിയിരിക്കുന്ന സ്റ്റൊട്ടീഷ് നിയമം വിക്രയിക്കു പലിശ അനുവദിക്കുന്നുണ്ട്. വില മടക്കികിട്ടുവാൻ വ്യവഹാരം നടത്തുന്ന ക്രേതാവിനു പലിശ കൊടുക്കുന്നതിനു ഇന്ത്യൻ നിയമത്തിലോ ഇംഗ്ലീഷു നിയമത്തിലോ വ്യക്തമായി യാതൊരു നിബന്ധനയുമില്ല. ആയ്ക ഒരു സംശതിയിൽ ക്രേതാവിനു പലിശ കിട്ടണമെന്നാണ് ഞങ്ങളുടെ അഭിപ്രായം, അതിനാൽ 2 (b) എന്ന ഉപവകുപ്പിൽ അതനുസരിച്ചു ഞങ്ങളും ഒരു നിബന്ധന ചേർത്തിരിക്കുന്നു, നഷ്ടത്തിനേൽ പലിശ വിധിച്ചുകൊടുക്കരുതെന്നാണ് ഞങ്ങളുടെ പക്ഷം, അതിനാൽ അതിനുവേണ്ടി ഞങ്ങളും യാതൊരു നിബന്ധനയും ചെയ്തിട്ടില്ല.

62 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡം ഇംഗ്ലീഷ് ആക്ട് 55 - ാം വകുപ്പിന്റെ അടിസ്ഥാനപ്പെടുത്തിയിട്ടുള്ളതും, വ്യക്തമായി പറഞ്ഞ കാര്യം ഹേതുവായി ഊഹ്യമായ കാര്യം മറിയുന്നതെന്നും കരാറുലംഘനത്തെ ജയിക്കാനെന്നുള്ള പൊതുപ്രമാണങ്ങളെ സംബന്ധിച്ചിക്കൽ മാത്രവുമാകുന്നു. ഈ ചട്ടം ഫ്രാൻസിലും സുസമ്മതമായി സ്വീകരിച്ചിട്ടുണ്ട് (മാർസിന്റെ ചരക്കു വില്പന എന്ന പുസ്തകം 137 - ാം ഭാഗം നോക്കുക). വില്പന എന്നതു ഉഭയസമ്മതപ്രകാരം ഉള്ള ഒരു കരാറാണ്. കരാറിന്റെ പൊതുവായ സ്വഭാവത്തിൽ നിന്നും നിയമപ്രകാരം ഊഹിക്കാവുന്ന പൊതുതത്വത്തെ കക്ഷികൾ ഇക്കാര്യസംബന്ധമായും മാറ്റാവുന്നതാണ്. ഇംഗ്ലീഷ് ആക്ട് പാസ്സാക്കുന്നതിനു മുമ്പെ ഈ ചട്ടം സുസമ്മതമായി ഇംഗ്ലണ്ടിൽ സ്വീകരിച്ചിരുന്നു. പൊരുൾ തമിഴുള്ള വ്യവഹാരത്തിൽ (1881) 7 ക്യു.ബി.ഡി. 103 - ാം താളത്തു, വിലകൊടുക്കുന്നതിനെയും കരാറുകൾ എടുപ്പിച്ചുകൊടുക്കുന്നതിനെയും സംബന്ധിച്ചുള്ള പരസ്പര ബാദ്ധ്യതകളെപ്പറ്റി പ്രതിപാദിക്കുമ്പോൾ ബ്ലാക്ക്ബെർൺ പ്രഭു പറഞ്ഞതാവിതു: "കക്ഷികൾക്കിടയിലുള്ള കരാർ ചെയ്യുന്നതിൽ അവരെ തടുക്കുന്നതിനു യാതൊരു നിയമ ചട്ടവുമില്ല".

63 എന്ന ഖണ്ഡം.—"ന്യായമായ കാലം" എന്നതിന്റെ സാരത്തെ സംബന്ധിച്ചുള്ളതാണ് ഈ ഖണ്ഡം. ഇംഗ്ലീഷു ആക്ട് 56 - ാം വകുപ്പിന്റെ ഉദ്ദിശ്യത്തിൽ, ആയ ഓരോ സംഗതി

യിലും കൗണ്ടിവാസത്തെ സംബന്ധിച്ച വിഷയമാണെന്നു നിബന്ധനചെയ്തിരിക്കുന്നു. ഇന്ത്യൻ ആക്ട് 45 - ാം വകുപ്പിന്റെ വിവരണത്തിൽ അതേ നിബന്ധനയുണ്ട്".

64 എന്ന ഖണ്ഡം.—ഈ ഖണ്ഡം മേലെ വിപ്ലവകക്ഷി സംബന്ധിച്ചുള്ളതാണു". ഇന്ത്യൻ ആക്ട് 122 - ം, 123 - ം വകുപ്പുകളിലെ നിബന്ധനകൾ സംപൂർണ്ണമല്ല. ഇംഗ്ലീഷ് ആക്ട് 55 - ാം വകുപ്പിനെ അനുകരിക്കുന്നതാണു ഭേദികം നല്ലതെന്നു ഞങ്ങൾക്കു തോന്നുന്നു. എന്നാൽ പല നിബന്ധനകളെയും അധികം വ്യക്തമാക്കുന്നതിനു വേണ്ടി അവയുടെ ക്രമീകരണം ഞങ്ങൾ മേലെപ്പെട്ടത്തിട്ടുണ്ടു. ഞങ്ങൾ സമീകരിച്ചിരിക്കുന്ന ക്രൗൺ 1867 ലെ പാർലമെന്റ് ആക്ടിലെ (30 - ം, 31 - ം വിക്ടോറിയ 48 - ാം അദ്ധ്യായം) നിബന്ധനകൾ പിന്താങ്ങുന്നതാണു. ഹാൽസ്ബറിയുടെ 25 - ാം വാള്യം 280 - ാം മുഖവും നോക്കുക. ഈ ഖണ്ഡത്തിലെ (5) എന്ന ഉപഖണ്ഡത്തിൽ ഇന്ത്യൻ ആക്ട് 123 - ാം വകുപ്പിലെ നിബന്ധനയെ ഉദ്ധരിച്ചിരിക്കുന്നു.

66 എന്ന ഖണ്ഡം.—ഇതു ഒഴിവാക്കുന്ന ഒരു ഖണ്ഡമാണു". ഈ ബിൽ നടപ്പായിവരുന്നതിനു മുമ്പെ ചെയ്ത സകല ഇടവാട്ടുകളെയും നടത്തിയ നടവടികളെയും ഉണ്ടാകുന്ന അവകാശങ്ങളെയും ബാദ്ധ്യതകളെയും (1) എന്ന ഉപഖണ്ഡത്തിലെ (a) മുതൽ (e) വരെയുള്ള ഇനങ്ങൾ പൊതുവായി ഒഴിവാക്കുന്നു. ഈ ബിൽ മൂലം വ്യക്തമായി രൂപ്പെടുത്തപ്പെട്ടതൊഴിച്ചു ചരക്കുവിപ്ലവത്തെ സംബന്ധിച്ചുള്ള വല്ല ആക്ടിനെയും ഉപഖണ്ഡത്തിലെ (f) എന്ന ഇനം ഒഴിവാക്കുന്നു. ഈ വിധത്തിൽ, ചരക്കുകളുടെ വിപ്ലവത്തെ സംബന്ധിച്ചു പ്രത്യേക നിബന്ധനകളുള്ള 1923 ലെ ഇന്ത്യൻ കച്ചവടക്കപ്പൽ ആക്ട്, 1908 ലെ സിവിൽ നടപടി നിയമം എന്നിങ്ങനെയുള്ള നിയമങ്ങളെ ഒഴിവാക്കിയിരിക്കുന്നു.

ഈ ബില്ലിലെ നിബന്ധനകൾക്കു യോജിപ്പുണ്ടാകാത്ത ഇന്ത്യൻ ആക്കിലെ നിബന്ധനകൾ ചരക്കുകളുടെ വിപ്ലവങ്ങളാകുന്നതു തുടർന്നു സംബന്ധിക്കുമെന്ന വ്യക്തമായ ഒരു നിബന്ധന ഈ ബില്ലിലെ (4) എന്ന ഖണ്ഡത്തിൽ ഞങ്ങൾ എഴുത്തിയിരിക്കുന്നു. ഇങ്ങനെ ഇന്ത്യൻ ആക്ടിൽ അടങ്ങിയിരിക്കുന്ന സാധാരണ കരാർ ശാസ്ത്ര നിയമം ചരക്കുകളുടെ വിപ്ലവങ്ങളാകുന്നതു വ്യക്തമായി സംബന്ധിപ്പിച്ചിട്ടുണ്ടു.

൩൦ ഖണ്ഡത്തിലെ (3) എന്ന ഉപഖണ്ഡം ഇംഗ്ലീഷ് ആക്ട് 61 - ാം വകുപ്പ് (1) എന്ന ഉപവകുപ്പിനെ അടിസ്ഥാനപ്പെടുത്തിട്ടുള്ളതാണ്. നിർദ്ദിഷ്ട നിയമച്ചട്ടങ്ങളെ അതു ബാധിക്കുന്നതല്ല. ഇംഗ്ലീഷ് വകുപ്പിലെ (4) എന്ന ഉപവകുപ്പിനെ അനുകരിക്കുന്ന (4) എന്ന ഉപഖണ്ഡം, ൩൦ ബിട്ടിലെ നിബന്ധനകൾ പ്രസ്തുത വിജ്ഞാപനപ്രകാരം സംബന്ധിക്കുന്നതല്ലെന്നു നിഷ്കർഷിച്ചു ചെയ്യുന്നു.

ഇ. വെച്ചെ നാരായണ,
ശബർമതി സെക്രട്ടറി,
ടു (നിയമനിർമ്മാണ) വിഭാഗത്തിനു വിധേയൻ.

(A true translation)

P. V. KURUVILA,
Malayalam Translator to Government.

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